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**FINAL**  
CITY COUNCIL

CITY OF WICHITA  
KANSAS

City Council Meeting  
09:30 a.m. May 22, 2012

First Floor Board Room  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Approve the minutes of the regular meeting on May 15, 2012

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 19)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

\*\*\*Workshop to follow\*\*\*

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(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 19)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated May 21, 2012.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages - None

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition to construct part of Towne East Mall Drive. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events - Intrust Bank Arena Barry Manilow. (District I)
- b. Community Events - Intrust Bank Arena Nickelback. (District I)
- c. Community Events - 2012 Special Olympics Kansas Summer Games Opening Ceremony. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Hold Harmless Agreement, Easement Encroachment. (District IV)
- b. Agreement to Respread Assessments-Monarch Landing 3rd Addition. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Design Services Agreements:

- a. Agreement for Design Services for Pearson Farms 3rd Addition, south of 21st Street North, west of Maize. (District V)
- b. Agreement for Design Services for Water System, Sanitary Sewer, and Storm Water Improvements in Sierra Hills 2nd Addition, north of Pawnee, west of 143rd Street East. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions

Board of Code Standards and Appeals, April 2, 2012  
Wichita Airport Advisory Board, April 2, 2012  
Wichita Public Library, April 17, 2012  
Board of Electrical Appeals, May 8, 2012  
Wichita Historic Preservation Board, March 12, 2012

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, IV, and VI)

<u>Property Address</u>	<u>Council District</u>
a. 2703 East 13th North	I
b. 724 West Dayton	IV
c. 1821 North Broadway	VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on July 10, 2012 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

10. Report on Claims for April, 2012.

RECOMMENDED ACTION: Receive and file.

11. Purchase Option, Sonaca NMF America, Inc. (District II)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement, Special Warranty Deed and Amendment to Standby Letter of Credit to convey the property to Sonaca and authorize the necessary signatures.

12. Application for Water Service outside the City Limits of Wichita and Petition and Consent to Annexation.

RECOMMENDED ACTION: Approve the application and authorize the necessary signatures.

13. Design Budget and Amending Ordinance for East Kellogg, Cypress to 127th Street East (Project I) – Design. (Districts II)

RECOMMENDED ACTION: Approve the budget, place the ordinance on first reading and authorize the necessary signatures.

14. Second Supplemental Agreement relating to Agreement to Transfer Partial Water Rights.

RECOMMENDED ACTION: Approve the Second Supplemental Agreement and authorize the Mayor to sign.

15. Second Reading Ordinances: (First Read May 15, 2012)  
a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

16. \*VAC2012-00003 - Request to vacate a portion of a platted easement; generally located east of Maize Road, north of 21st Street North, south of Crestline Street and at the end of Crestline Court. (District V)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

17. \*VAC2012-00009- Request to vacate a portion of a platted setback; generally located east of Ridge Road, west of Dugan Avenue on the south side of 35th Street South. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

18. \*PUD2012-00001 – City Planned Unit Development request from SF-5 Single-family Residential (“SF-5”) zoning to create PUD #37, Nahola Planned Unit Development; generally located east of I-235, between Central and Murdock Avenues, and between Elder and Doris Streets. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve PUD #37 subject to the recommended provisions of the PUD and subject to a replat within one year; instruct the Planning Department to forward the ordinance for first reading when the replat is forwarded to the City Council.

19. \*A12-04 – Annexation of street right-of-way segments abutting the City limits. (District V)

RECOMMENDED ACTION: Approve the annexation, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

**II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Petition to construct part of Towne East Mall Drive (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

-----  
**Recommendation:** Approve the new petition.

**Background:** On October 25, 2011, the City Council approved a petition to reconstruct part of Towne East Mall Drive. Based on recent bid prices, the existing petition does not have sufficient budget to award a construction contract. The developer has submitted a new petition to increase the project budget. The signature on the petition represents 100% of the improvement district.

**Analysis:** The project will construct a new median and modify a drive approach at Towne East Mall Drive, north of Kellogg.

**Financial Considerations:** The existing petition totals \$40,000. The new petition totals \$92,000. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal improving vehicular access to a new development.

**Legal Considerations:** The petition and resolution have approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the new petition, adopt the resolution and authorize the necessary signatures.

**Attachments:** Map, CIP sheet, petition and resolution.



<b>CAPITAL IMPROVEMENT</b>  <b>PROJECT AUTHORIZATION</b>  <b>CITY OF WICHITA</b>				USE: To Initiate Project <input type="text"/> To Revise Project <input checked="" type="text"/>	1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.															
<b>1. Initiating Department</b>	<b>2. Initiating Division</b>	<b>3. Date</b>	<b>4. Project Description &amp; Location</b>																	
Public Works & Utilities	Eng & Arch	4/30/2012	Petition for Towne East Mall Drive Improvements																	
<b>5. CIP Project Number</b>	<b>6. Accounting Number</b>	<b>7. CIP Project Date (Year)</b>	<b>8. Approved by WCC Date</b>																	
NI-		2012																		
<b>9. Estimated Start Date</b> As Required	<b>10. Estimated Completion Date</b> As Required		<b>11. Project Revised</b>																	
<b>12. Project Cost Estimate</b>			<b>12A.</b>																	
<b>ITEM</b>	<b>GO</b>	<b>SA</b>	<b>KDOT</b>	<b>TOTAL</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;"><b>Yes</b></td> <td style="width: 20%; text-align: center;"><b>No</b></td> </tr> <tr> <td><b>Platting Required</b></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td><b>Lot Split</b></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td><b>Petition</b></td> <td style="border: 1px solid black; text-align: center;">X</td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td><b>Ordered by WCC</b></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>		<b>Yes</b>	<b>No</b>	<b>Platting Required</b>			<b>Lot Split</b>			<b>Petition</b>	X		<b>Ordered by WCC</b>		
	<b>Yes</b>	<b>No</b>																		
<b>Platting Required</b>																				
<b>Lot Split</b>																				
<b>Petition</b>	X																			
<b>Ordered by WCC</b>																				
Right of Way					<b>Remarks:</b>          <div style="text-align: center; padding: 20px;">472-85016</div>															
Paving, grading & const.		\$92,000		\$92,000																
Bridge																				
Drainage																				
Sanitary Sewer																				
Sidewalk																				
Water																				
Traffic Signals & Turn Lanes																				
<b>Totals</b>		\$92,000		\$92,000																
<b>Total CIP Amount Budgeted</b>																				
<b>Total Prelim. Estimate</b>																				
<b>13. Recommendation: Approve the petition and adopt the resolution</b>																				
<b>Division Head</b>	<b>Department Head</b>		<b>Budget Officer</b>		<b>City Manager</b>															
			<b>Date</b>		<b>Date</b>															

First Published in the Wichita Eagle on May 25, 2012

**RESOLUTION NO. 12-118**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **NEW MEDIAN AND DRIVE APPROACH MODIFICATION TO PROVIDE FOR INGRESS AND EGRESS TO AND FROM THE SITE, TO AND FROM NORTHBOUND AND SOUTHBOUND TOWNE EAST MALL DRIVE (NORTH OF KELLOGG, WEST OF ROCK) (472-85016)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **NEW MEDIAN AND DRIVE APPROACH MODIFICATION TO PROVIDE FOR INGRESS AND EGRESS TO AND FROM THE SITE, TO AND FROM NORTHBOUND AND SOUTHBOUND TOWNE EAST MALL DRIVE (NORTH OF KELLOGG, WEST OF ROCK) (472-85016)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 11-254** adopted on **October 25, 2011** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize construction of a **new median and drive approach modification to provide for ingress and egress to and from the site, to and from northbound and southbound Towne East Mall Drive (north of Kellogg, west of Rock) (472-85016)**. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Ninety-Two Thousand Dollars (\$92,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2011**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

## **ROCKWOOD SOUTH THIRD ADDITION**

Parcels 2A, 2B & 2C

### **PARCEL 2A**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of N89°11'49"E, 321.09 feet; thence S01°15'48"E, 323.53 feet; thence S88°44'12"W, 302.11 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°29'41"W, 243.27 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°57'34"W, 83.50 feet to the POINT OF BEGINNING.

### **PARCEL 2B**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°57'34"E, 83.50 feet; thence continuing along said east right-of-way line, S05°29'41"E, 243.27 feet to the POINT OF BEGINNING, thence N88°44'12"E, 302.11 feet; thence S01°15'48"E, 227.05 feet; thence S88°44'12"W, 298.01 feet to a point on said east right-of-way line; thence along said east right-of-way line for the remaining two courses, N01°59'06"W, 206.83 feet; thence N05°29'41"W, 20.29 feet to the POINT OF BEGINNING.

### **PARCEL 2C**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, TOGETHER WITH a portion of the existing right-of-way of Armour Drive, now Towne East Mall Drive, all located in the Southeast Quarter of Section 19, Township 27 South, Range 2 East of the Sixth Principal Meridian, all in Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°57'34"E, 83.50 feet; thence continuing along said east right-of-way line for the next two courses, S05°29'41"E, 263.56 feet; thence S01°59'06"E, 206.83 feet to the POINT OF BEGINNING; thence N88°44'12"E, 298.01 feet; thence S01°15'48"E, 235.53 feet to the north right-of-way line of Kellogg Drive as now established; thence along said north right-of-way line, S89°23'18"W, 247.63 feet; thence continuing along said north right-of-way line, N48°02'06"W, 58.98 feet to a point on a non-tangent curve to the right said curve being coincident with the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established, said curve having a radius of 3,230.31 feet, a central angle of 03°13'44", a chord bearing of N03°33'32"W, and a chord distance of 182.02 feet; thence along the arc of said curve and said east right-of-way line a distance of 182.04 feet; thence continuing along said east right-of-way line, N01°59'06"W, 10.45 feet to the POINT OF BEGINNING.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of May, 2012.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF, DIRECTOR OF LAW

GOVERNOUR

Towne East Dr.

Rockwood  
South 3rd  
Addition  
Lot 2

TOWNE  
EAST  
SQUARE

ROCK

HEATHER

BONNIE BRAE

DOUGLAS

KELLOGG

RECEIVED

APR 25 '12

**PAVING PETITION**  
**MEDIAN, MARKINGS & APPROACH CITY CLERK OFFICE**

To the Mayor and City Council  
Wichita, Kansas

472-85016

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**ROCKWOOD SOUTH THIRD ADDITION**  
**Parcels 2A, 2B & 2C**

**PARCEL 2A**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2 on an assumed bearing of N89°11'49"E, 321.09 feet; thence S01°15'48"E, 323.53 feet; thence S88°44'12"W, 302.11 feet to a point on the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established; thence along said east right-of-way line, N05°29'41"W, 243.27 feet to the west line of said Lot 2; thence along said west line and said east right-of-way line, N01°57'34"W, 83.50 feet to the POINT OF BEGINNING.

**PARCEL 2B**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°57'34"E, 83.50 feet; thence continuing along said east right-of-way line, S05°29'41"E, 243.27 feet to the POINT OF BEGINNING, thence N88°44'12"E, 302.11 feet; thence S01°15'48"E, 227.05 feet; thence S88°44'12"W, 298.01 feet to a point on said east right-of-way line; thence along said east right-of-way line for the remaining two courses, N01°59'06"W, 206.83 feet; thence N05°29'41"W, 20.29 feet to the POINT OF BEGINNING.

**PARCEL 2C**

A tract of land lying within a portion of Lot 2, Rockwood South Third Addition, TOGETHER WITH a portion of the existing right-of-way of Armour Drive, now Towne East Mall Drive, all located in the Southeast Quarter of Section 19, Township 27 South, Range 2 East of the Sixth Principal Meridian, all in Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

COMMENCING at the northwest corner of said Lot 2, thence along the west line of said Lot 2 and

Rockwood Plaza – Paving/Median Markings & Approach Petition

GJA/cw 11067 REVISION 2012-03-07

Page 1

along the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established on an assumed bearing of S01°57'34"E, 83.50 feet; thence continuing along said east right-of-way line for the next two courses, S05°29'41"E, 263.56 feet; thence S01°59'06"E, 206.83 feet to the POINT OF BEGINNING; thence N88°44'12"E, 298.01 feet; thence S01°15'48"E, 235.53 feet to the north right-of-way line of Kellogg Drive as now established; thence along said north right-of-way line, S89°23'18"W, 247.63 feet; thence continuing along said north right-of-way line, N48°02'06"W, 58.98 feet to a point on a non-tangent curve to the right said curve being coincident with the east right-of-way line of Towne East Mall Drive (formerly Armour Street) as now established, said curve having a radius of 3,230.31 feet, a central angle of 03°13'44", a chord bearing of N03°33'32"W, and a chord distance of 182.02 feet; thence along the arc of said curve and said east right-of-way line a distance of 182.04 feet; thence continuing along said east right-of-way line, N01°59'06"W, 10.45 feet to the POINT OF BEGINNING.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed within the area described above, a new median and driveway approach modifications to provide for ingress and egress to and from the site, to and from northbound and southbound Towne East Mall Drive to serve the area described above. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is Ninety Two Thousand Dollars (\$92,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after October 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

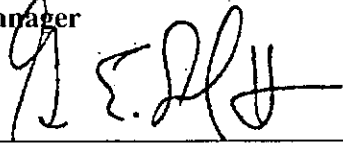
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>ROCKWOOD SOUTH THIRD ADDITION</u></b> Parcels 2A, 2B & 2C	<b>VISION PARTNERS, L.L.C.</b> <b>By: Laham Development Company, L.L.C.</b> <b>Its Manager</b> 	
	By: _____ George E. Laham, II, Manager	

**ROCKWOOD SOUTH THIRD ADDITION  
PAVING/MEDIAN, MARKINGS & APPROACH PETITION  
COST ESTIMATE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Std Unit Price</b>	<b>Custom Unit Price</b>	<b>Extension</b>
Gutter	80	LF	\$ 15.00		\$ 1,200.00
Widening Concrete Pavement	40	SY	\$ 120.00		\$ 4,800.00
Remove Existing Curb & Gutter	80	LF	\$ 3.00		\$ 240.00
Median Curb & Gutter	160	LF	\$ 15.00		\$ 2,400.00
Brick	400	SF	\$ 17.00		\$ 6,800.00
New Markings	1	LS	\$ 3,500.00		\$ 3,500.00
Remove Existing Markings	1	LS	\$ 1,500.00		\$ 1,500.00
Traffic Control	1	LS	\$ 2,500.00		\$ 2,500.00
Driveway Approach	3	LS	\$ 10,000.00		\$ 30,000.00
			<b>Contingencies @ 20% +/-</b>		\$ 10,588.00
			<b>Construction Total</b>		\$ 63,528.00
			<b>45% Engineering, Administration, Etc.</b>		\$ 28,587.60
			<b>TOTAL</b>		\$ 92,115.60

**For Petition Use \$92,000.00**

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

  
Authorized Signature

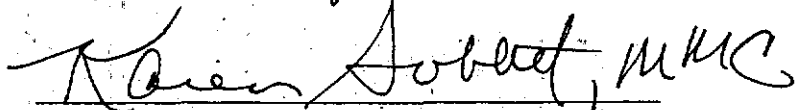
411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 25 day of April, 2012.



  
Deputy City Clerk

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Intrust Bank Arena (Barry Manilow)  
(District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**Barry Manilow June 7, 2012 7:00 am – June 8, 2012 2:00 am**

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) hiring off-duty certified law enforcement officers as required; (2) obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Intrust Bank Arena (Nickelback)  
(District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**Nickelback June 8, 2012 7:00 am – June 9, 2012 2:00 am**

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) hiring off-duty certified law enforcement officers as required; (2) obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Community Events – 2012 Special Olympics Kansas Summer Games Opening Ceremony (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Dave Wentz, Special Olympics Kansas, is coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Special Olympics Kansas Summer Games Opening Ceremony June 1, 2012 9:00 pm – 9:30 pm**

- 21<sup>st</sup> Street North, Hillside Street to Yale Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special events.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) hiring off-duty certified law enforcement officers as required; (2) obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Hold Harmless Agreement (Easement Encroachment) (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the hold harmless agreement.

**Background:** The homeowners of 6501 West 35th Street South are in the process of vacating a portion of their front yard building setback (MAPC Case #2012-09). As standard review of the property, staff was made aware of two existing sheds on the property that encroach utility easements.

**Analysis:** The agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of any public utilities within the easement, and from claims resulting from replacement, upgrade or installation of lines, manholes, and/or other City property in the easement. The owners waive all rights of action in law arising out of the encroachments into the easement.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** The hold harmless agreement addresses the Ensure Efficient Infrastructure goal by maintaining and protecting easements for public utilities.

**Legal Considerations:** The Law Department has approved the agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachment:** Hold harmless agreement.

## **HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND JIMMY L. PORTER AND MARY E. PORTER, HUSBAND AND WIFE, hereinafter called "OWNER"

WITNESSETH:

Whereas, the public has been granted a utility easement 5 feet in width, being the east five feet of Lot 8, block F, Prospect Park Addition; and also a utility easement 8 feet in width, being the south eight feet of Lot 8, Block F, Prospect Park Addition.

And

Whereas, the Owner desires to occupy existing improvements over the following described section f said easement, to wit; two existing sheds, located at the southeast corner of the property. Hereinafter referred to as Tract "A" (see attached Exhibit showing existing encroachments).

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy existing improvements on, over and across the aforesaid utility easement, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easement.
- (2) The Owner agrees that it will not being future construction of improvements, on, over and across the said easement without first obtaining the City's approval of any and all plans and specifications for such improvements.
- (3) In the event that a sanitary sewer line, storm sewer line, water line or other structure within the above described utility easement is planned or requires repair and/or maintenance and the same construction of repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) pay the costs to replace that portion of the structure within such encroachment; (b) remove the said encroachment and clear the said easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the structure.
- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built, on, over and across said easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property Owner. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A." The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the structure within the above described easement.
- (6) This agreement may be terminated by the City upon failure to comply with all of the terms of this agreement.



- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure(s) contemplated by this agreement are in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

---

Jimmy L. Porter, Owner

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Mary E. Porter, Owner

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public, in and fore said county and state, came \_\_\_\_\_, to me personally known to be the same persons who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor  
City

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, a Notary Public, in and fore said county as state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and last year written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Law

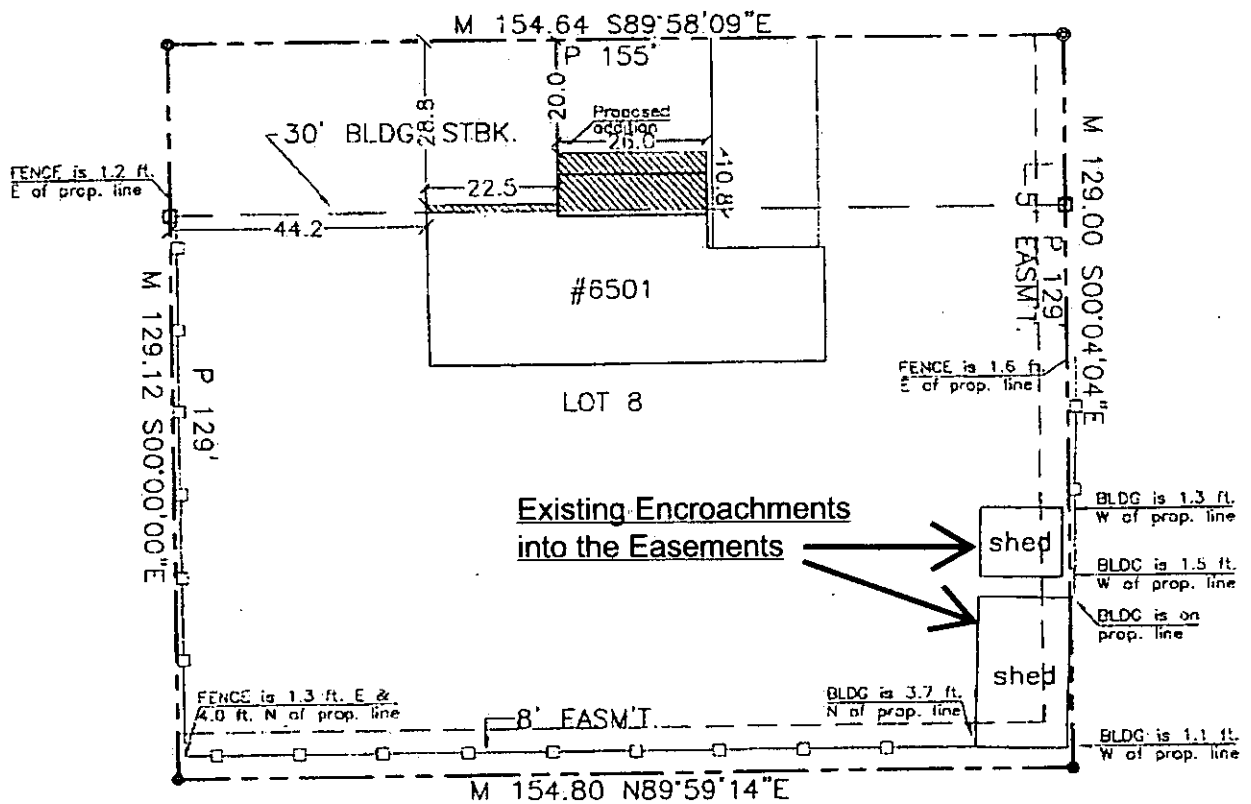
# TRACT A

VAC2012-09

LEGAL DESCRIPTION:

LOT 8, BLOCK F, PROSPECT PARK ADDITION, SEDGWICK CO., KS.

35TH STREET SOUTH



- - "Armstrong" capped rebar set
- ⊙ - "Baughman" capped rebar found
- - hub set on 30' setback line
- M - measured distance
- P - plat distance



SCALE 1"=30'

**Agenda Item No. II-6b**

**City of Wichita  
City Council Meeting  
May 22, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Agreement to Respread Assessments: Monarch Landing 3rd Addition  
(District II)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

---

**Recommendation:** Approve the Agreement.

**Background:** The landowner, Monarch Landing, LLC has submitted an Agreement to respread special assessments within Monarch Landing 3<sup>rd</sup> Addition.

**Analysis:** The land was originally included in improvement districts for Paving Improvements, Sanitary Sewer Improvements, and Water Distribution System Improvements. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Respread Agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of commercial property development.

**Legal Considerations:** The Agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Respread Agreement.

AGREEMENT  
BY AND BETWEEN

**THE CITY OF WICHITA, KANSAS**

Party of the First Part

And

**MONARCH LANDING, LLC**  
**A Kansas Limited Liability Company**

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Improvements on the northwest corner of 159<sup>th</sup> Street East and 21<sup>st</sup> Street North, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of improvement districts; and desires that a reassessment be made; and

WHEREAS, Party of the Second Part has boundary shifted lot lines on certain lots in Monarch Landing Third Addition; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 14 through 22, Block 1, were part of the improvement district for the following city projects:

Paving 1<sup>st</sup> – Project No. 472-84505

Water Distribution System 1<sup>st</sup> – Project No. 448-90275

Sanitary Sewer 1<sup>st</sup> – Project No. 468-84317

2. The Parties agree to make a reassessment for said projects in the following manner:

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1, together with West 26.50 ft of Lot 21, Block 1; Monarch Landing Third Addition shall pay 100% of the original total cost apportioned based on equal fractions.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.
5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**THE CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Carl Brewer, Mayor  
Party of the First Part

**APPROVED AS TO FORM:**

Attest:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

\_\_\_\_\_  
City Clerk

STATE OF KANSAS     }  
SEDGWICK COUNTY    }     SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

(Seal)

My Appointment Expires: \_\_\_\_\_

MONARCH LANDING, LLC  
A Kansas Limited Liability Company

By: \_\_\_\_\_

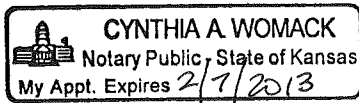
Kevin Mullen, President

Ritchie Development Corporation, Manager

STATE OF KANSAS     }  
SEDGWICK COUNTY    }     SS:

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of November, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin Mullen, President, Ritchie Development Corporation, Manager, Monarch Landing, LLC, A Kansas Limited Liability Company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Cynthia A. Womack  
Notary Public

My Appointment Expires: February 7, 2013

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for Pearson Farms 3<sup>rd</sup> Addition (south of 21<sup>st</sup> Street North, west of Maize) (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** On March 27, 2012, the City Council approved petitions for water system and sanitary sewer improvements in Pearson Farms 3rd.

**Analysis:** The proposed agreement between the City and Poe & Associates (Poe) provides for the design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that Poe be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Poe will be on a lump sum basis of \$3,750 and will be paid by special assessments.

**Goal Impact:** This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of public improvements in a new subdivision.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

POE & ASSOCIATES, INC.

for

PEARSON FARMS 3<sup>RD</sup> ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and POE & ASSOCIATES, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90549** serving Tract A, Pearson Farms 3<sup>rd</sup> Addition (south of 21<sup>st</sup> Street North, west of Maize) (Project No. 448 90549).

**LATERAL 538, SOUTHWEST INTERCEPTOR SEWER** serving Tract A, Pearson Farms 3<sup>rd</sup> Addition (south of 21<sup>st</sup> Street North, west of Maize) (Project No. 468 84813).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Pearson Farms 3<sup>rd</sup> Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

- Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90549	<u>\$1,650</u>
Project No. 468 84813	<u>\$2,100</u>
TOTAL	<u>\$3,750</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

### A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way and easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by March 1, 2012.  
(Project No. 448 90549).
  - b. Plan Development for the sewer improvements by Marc 1, 2102.  
(Project No. 468 84813).

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for Water System, Sanitary Sewer, and Storm Water Improvements in Sierra Hills 2nd Addition (north of Pawnee, west of 143<sup>rd</sup> Street East) (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** On March 27, 2012, the City Council approved petitions for water system, sanitary sewer, and storm water improvements in Sierra Hills 2<sup>nd</sup> Addition.

**Analysis:** The proposed agreement between the City and Ruggles & Bohm, P.A. (R&B) provides for the design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that R&B be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to R&B will be on a lump sum basis of \$30,800 and will be paid by special assessments.

**Goal Impact:** This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of public improvements in a new subdivision.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

SIERRA HILLS 2<sup>ND</sup> ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90550** serving Lots 1 through 5, Block 1; Lots 23 through 36, Block 3; Lots 9 through 23, Block 5; and Lots 32 through 37, Block 5, Sierra Hills 2<sup>nd</sup> Addition (north of Pawnee, west of 143<sup>rd</sup> Street East) (Project No. 448 90550).

**LATERAL 4, MAIN 21, FOUR MILE CREEK SEWER** serving Lots 1 through 10, Block 1; Lots 15 and 16, Block 3; Lots 23 through 36, Block 3; Lots 9 through 24, Block 5; and Lots 32 through 37, Block 5, Sierra Hills 2<sup>nd</sup> Addition (north of Pawnee, west of 143<sup>rd</sup> Street East) (Project No. 468-84814).

**STORM WATER DRAIN NO. 384** to serve Sierra Hills 2<sup>nd</sup> Addition (north of Pawnee, west of 143<sup>rd</sup> Street East) (Project No. 468-84815).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Sierra Hills Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

- Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written

notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90550	<b>\$2,000.00</b>
Project No. 468 84814	<b>\$3,000.00</b>
Project No. 468 84815	<b><u>\$25,800.00</u></b>
<b>TOTAL</b>	<b>\$30,800.00</b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  2. Additional design services not covered by the scope of this agreement.
  3. Construction staking, material testing, inspection and administration related to the PROJECT.
  4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

---

(Name & Title)

ATTEST:

## SCOPE OF SERVICES

Sierra Hills 2<sup>nd</sup> Addition  
(north of Pawnee, west of 143<sup>rd</sup> Street East)  
(Project No. 448-90550; 468-84814; 468-84815)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1**.

In connection with the services to be provided, the ENGINEER shall:

### A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1**.
3. Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** The ENGINEER shall include a conflict list for each utility, also posted to the FTP site. **Attachment No. 2 is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City.** ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities.

ENGINEER shall coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes.
10. Shop Drawings. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
14. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
  - (a) Field check plans of the PROJECT for distribution to utilities by **May 15, 2012.**
  - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related PROJECT documents by **June 1, 2012.**

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water Division  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**Attachment No. 2 to Exhibit "A" – Scope of Services**

Project Name

**Utility Location Verification Non-CIP Project**

**Projected Bid Date:**

**UTILITY:** \_\_\_\_\_ **Checked by** \_\_\_\_\_ **on** \_\_\_\_\_

**Utility Location:**

☐ None in Project Limits

☐ In Project Limits, No Relocation Necessary

☐ Utility will need to relocate

☐ Other (please describe)

**Briefly Describe Type and Location of Facilities within Project:**

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**Estimate Time for Relocation:** ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

**Weather Sensitive:** ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

**Utility Plan Review:**

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

**Corrections necessary on plan sheets:**

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**Additional Information requested from Consultant:** \_\_\_\_\_

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Please email this form on or before

to:

**If relocation is necessary:**

**Estimated clear date:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

**Upon completion of relocation:**

**Relocation complete on:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**



City of Wichita  
City Council Meeting

May 22, 2012

**TO:** Mayor and City Council Members

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
(Districts I, IV and VI)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

-----  
**Recommendations:** Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On May 7, 2012, the Board of Code Standards and Appeals conducted hearings on the three (3) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

**Analysis:** Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<b><u>Property Address</u></b>	<b><u>Council District</u></b>
a. 2703 E. 13 <sup>th</sup> N.	I
b. 724 W. Dayton	IV
c. 1821 N. Broadway	VI

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Goal Impact:** This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

**Recommendations/Actions:** It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on July 10, 2012 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letters to Council, summaries, and resolutions.

## GROUP # 1

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2703 E 13TH N** and legally described as: **THE WEST HALF OF LOTS 2, 4, 6 AND 8, EXCEPT THE NORTH 20 FEET OF LOT 2 FOR STREET, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 10, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Donte Martin, Interim Superintendent, Office of Central Inspection  
City of Wichita

[illegible]

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donte Martin, Interim Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A two-story frame dwelling about 36 x 60 feet in size. Vacant and open, this structure has been badly damaged by fire. It has broken and missing transite siding; badly worn, fire-damaged, composition roof with holes and missing shingles; deteriorated side porch; fire-damaged interior walls, ceilings and floors; and the 25 x 30 foot garage/carport is fire damaged and partially collapsed.

**(b) Street Address:** 2703 E 13TH N

**(c) Owners:**  
Taylor Jones Properties Inc  
4805 E 24th N  
Wichita KS 67220

Taylor Jones Properties Inc  
c/o Henry L Jones  
6960 E 34th N  
Wichita KS 67226

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:** None

**DATE: May 8, 2012**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 2703 E 13TH N**

**LEGAL DESCRIPTION: THE WEST HALF OF LOTS 2, 4, 6 AND 8, EXCEPT THE NORTH 20 FEET OF LOT 2 FOR STREET, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE:** A two-story frame dwelling about 36 x 60 feet in size. Vacant and open, this structure has been badly damaged by fire. It has broken and missing transite siding; badly worn, fire-damaged, composition roof with holes and missing shingles; deteriorated side porch; fire-damaged interior walls, ceilings and floors; and the 25 x 30 foot garage/carport is fire damaged and partially collapsed.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. The building has parts, which are so attached that they may fall and injure other property or the public.**
- E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE WEST HALF OF LOTS 2, 4, 6 AND 8, EXCEPT THE NORTH 20 FEET OF LOT 2 FOR STREET, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **2703 E 13TH N** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of May 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of July 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE WEST HALF OF LOTS 2, 4, 6 AND 8, EXCEPT THE NORTH 20 FEET OF LOT 2 FOR STREET, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **2703 E 13TH N**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 36 x 60 feet in size. Vacant and open, this structure has been badly damaged by fire. It has broken and missing transite siding; badly worn, fire-damaged, composition roof with holes and missing shingles; deteriorated side porch; fire-damaged interior walls, ceilings and floors; and the 25 x 30 foot garage/carport is fire damaged and partially collapsed.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of May 2012**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **724 W DAYTON** and legally described as: **LOTS 101 AND 103, ON DAYTON AVENUE, GLENDALE, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 10, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

\_\_\_\_\_  
Donte Martin, Interim Superintendent, Office of Central Inspection  
City of Wichita

STATE OF KANSAS    )  
                                  ) ss:  
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donte Martin, Interim Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A two-story frame dwelling about 28 x 40 feet in size. Vacant for at least 1 year, this structure has broken and missing siding; badly worn composition roof with missing shingles; deteriorated rear porch; and the 24 x 12 and 36 x 20 foot accessory structures are deteriorated.

**(b) Street Address:** 724 W DAYTON

**(d) Owners:**  
A. Lorraine Brosius and Roger Frank  
3927 N St Clair  
Wichita KS 67204

Alice Lorraine Brosius, Arthur William Brosius and Doris Bell  
POST ON PROPERTY

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N Main  
Wichita KS 67203

Chris McElgunn, Attorney  
301 N Main #1600  
Wichita KS 67202

**(i) Mortgage Holder(s):** None

**(j) Interested Parties:** None



**DATE: May 8, 2012**

**CDM SUMMARY**

**COUNCIL DISTRICT # IV**

**ADDRESS: 724 W DAYTON**

**LEGAL DESCRIPTION: LOTS 101 AND 103, ON DAYTON AVENUE, GLENDALE, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 28 x 40 feet in size. Vacant for at least 1 year, this structure has broken and missing siding; badly worn composition roof with missing shingles; deteriorated rear porch; and the 24 x 12 and 36 x 20 foot accessory structures are deteriorated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 101 AND 103, ON DAYTON AVENUE, GLENDALE, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 724 W DAYTON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of May 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of July 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 101 AND 103, ON DAYTON AVENUE, GLENDALE, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **724 W DAYTON**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 28 x 40 feet in size. Vacant for at least 1 year, this structure has broken and missing siding; badly worn composition roof with missing shingles; deteriorated rear porch; and the 24 x 12 and 36 x 20 foot accessory structures are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of May 2012**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

## GROUP # 1

# NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1821 N BROADWAY** and legally described as: **LOTS 22 AND 24, BLOCK 7, FAIRVIEW ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **July 10, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Donte Martin, Interim Superintendent, Office of Central Inspection  
City of Wichita

[illegible]

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donte Martin, Interim Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A two-story frame dwelling about 32 x 56 feet in size. Vacant for at least 1 year, this structure has deteriorated and missing wood siding; deteriorated composition roof with missing shingles; deteriorated front and rear porches; rotted soffits, fascia and wood trim; and the 10 x 10 foot accessory structure is dilapidated.

**(b) Street Address:** 1821 N BROADWAY

**(e) Owners:**  
Thai T. Pham & Estelita J. Pham  
POST ON PROPERTY

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N Main  
Wichita KS 67203

Chris McElgunn, Attorney  
301 N Main #1600  
Wichita KS 67202

State of Kansas  
Revenue Dept Tax Liens  
915 SW Harrison  
Topeka KS 66612

Daniel Buckner and Susan Crockett-Spoon  
c/o Patrick J. Murphy and Bradley J. Raple  
200 W. Douglas  
Wichita KS 67202

**(k) Mortgage Holder(s):** None

**(l) Interested Parties:**  
Central Bank and Trust  
Attn: Chris Anderson  
8411 E 21st N  
Wichita KS 67206

Kenneth L Cranor  
POST ON PROPERTY

**DATE: May 8, 2012**

**CDM SUMMARY**

**COUNCIL DISTRICT # VI**

**ADDRESS: 1821 N BROADWAY**

**LEGAL DESCRIPTION: LOTS 22 AND 24, BLOCK 7, FAIRVIEW ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 32 x 56 feet in size. Vacant for at least 1 year, this structure has deteriorated and missing wood siding; deteriorated composition roof with missing shingles; deteriorated front and rear porches; rotted soffits, fascia and wood trim; and the 10 x 10 foot accessory structure is dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 22 AND 24, BLOCK 7, FAIRVIEW ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1821 N BROADWAY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of May 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of July 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 22 AND 24, BLOCK 7, FAIRVIEW ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1821 N BROADWAY**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two-story frame dwelling about 32 x 56 feet in size. Vacant for at least 1 year, this structure has deteriorated and missing wood siding; deteriorated composition roof with missing shingles; deteriorated front and rear porches; rotted soffits, fascia and wood trim; and the 10 x 10 foot accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of May 2012**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 25<sup>th</sup> AND JUNE 1, 2012

RESOLUTION NO. 12-119

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE WEST HALF OF LOTS 2, 4, 6 AND 8, EXCEPT THE NORTH 20 FEET OF LOT 2 FOR STREET, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **2703 E 13TH N** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of May 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of July 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE WEST HALF OF LOTS 2, 4, 6 AND 8, EXCEPT THE NORTH 20 FEET OF LOT 2 FOR STREET, ON MABEL, NOW ESTELLE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **2703 E 13TH N**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 36 x 60 feet in size. Vacant and open, this structure has been badly damaged by fire. It has broken and missing transite siding; badly worn, fire-damaged, composition roof with holes and missing shingles; deteriorated side porch; fire-damaged interior walls, ceilings and floors; and the 25 x 30 foot garage/carport is fire damaged and partially collapsed.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of May 2012**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST:\_\_\_\_\_  
Karen Sublett, City Clerk

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON MAY 25<sup>th</sup> AND JUNE 1, 2012**

**RESOLUTION NO. 12-120**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 101 AND 103, ON DAYTON AVENUE, GLENDALE, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 724 W DAYTON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of May 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of July 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 101 AND 103, ON DAYTON AVENUE, GLENDALE, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **724 W DAYTON**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 28 x 40 feet in size. Vacant for at least 1 year, this structure has broken and missing siding; badly worn composition roof with missing shingles; deteriorated rear porch; and the 24 x 12 and 36 x 20 foot accessory structures are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of May 2012**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk



OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MAY 25<sup>th</sup> AND JUNE 1

RESOLUTION NO. 12-121

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 22 AND 24, BLOCK 7, FAIRVIEW ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1821 N BROADWAY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **22nd day of May 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **10th day of July 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 22 AND 24, BLOCK 7, FAIRVIEW ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1821 N BROADWAY**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two-story frame dwelling about 32 x 56 feet in size. Vacant for at least 1 year, this structure has deteriorated and missing wood siding; deteriorated composition roof with missing shingles; deteriorated front and rear porches; rotted soffits, fascia and wood trim; and the 10 x 10 foot accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **22nd day of May 2012**.

---

Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk



**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

---

**TO:** Karen Sublett, City Clerk  
**FROM:** Gary E. Rebenstorf, Director of Law  
**SUBJECT:** Report on Claims for April, 2012  
**DATE:** May 8, 2012

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The following claims were approved by the Law Department during the month of April, 2012.

Haywood, Janelle	\$642.08
Ryherd, Jason	\$1,160.00**

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton, City Manager  
Kelly Carpenter, Director of Finance

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Purchase Option (Sonaca NMF America, Inc.) (District II)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution and approve the necessary signatures.

**Background:** On July 18, 2000, the City Council approved issuance of Industrial Revenue Bonds in the amount of \$5 million to NMF America, Inc (“NMF”). In conjunction with the bond issue, the City Council approved 100% property tax abatement for a 5-year term on the project, plus a second 5 years subject to Council review. Bond proceeds were used to construct and equip a 40,000 s.f. manufacturing plant.

On November 18, 2003, the City Council approved the consent to transfer and sale of NMF America to SONACA America (“Sonaca”). SONACA (Societe Nationale de Construction Aeospaciale) NMF is a Belgian aerospace company, which now serves as the parent company to Sonaca NMF America, Inc.

The City received notice from Sonaca NMF America of its intention to exercise the IRB purchase option and requests approval of the deed back of the IRB-financed property.

**Analysis:** Under the provisions of the IRB Lease between Sonaca NMF America, Inc. (“Tenant”) and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The bond documents required a Letter of Credit to be put in place that could be utilized by the Trustee in case of a default by the Tenant. The Trustee intends to redeem the bonds on July 2, 2012 by drawing on the Letter of Credit. Since the Tenant is not in default, the Letter of Credit needs to be amended to allow for such a draw. The proposed amendment is attached.

**Financial Considerations:** The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

**Goal Impact:** Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City’s IRB program for future projects.

**Legal Considerations:** The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed, Termination of Lease Agreement and Amendment to Standby Letter of Credit and the delivery of such documents has been approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement, Special Warranty Deed and Amendment to Standby Letter of Credit to convey the property to Sonaca and authorize the necessary signatures.

**Attachments:** Resolution, Special Warranty Deed, Termination and Release of Lease Agreement, Bill of Sale, Amendment and Consent to Standby Letter of Credit

**AMENDMENT TO STANDBY LETTER OF CREDIT EXTENSION NO. GTECMB100172 AND CONSENT DRAW**  
executed this 31<sup>st</sup> day of May 2012 (the “**Amendment**”)

**BETWEEN:** **HSBC BANK CANADA**, having a place of business at 2001, McGill College Avenue, Suite 300, Montreal, Quebec, Canada, H3A 1G1, hereby acting and represented by Gina Potvin, its Senior Account Manager and by Sébastien Grenon, its Assistant Vice-President and Head of Commercial Banking, duly authorized as they so declare.

(the “**Bank**”);

**AND:** **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, having its head office at 911, Washington Avenue, 3<sup>rd</sup> Floor, St-Louis Missouri, 63101, U.S.A., hereby acting and represented by Cheryl Rain, its Vice-President, duly authorized as she so declares.

(the “**Beneficiary**”);

**TO WHICH INTERVENE:** **SONACA NMF AMERICA, INC.**, a corporation duly constituted under the laws of the State of Delaware, having its head office at 9313 East, 39<sup>th</sup> Street North, Wichita, Kansas, U.S.A. 67226, hereby acting and represented by Marc Malouin, its Chief Financial Officer, duly authorized as he so declares.

(“**Sonaca Wichita**”)

**AND:** **SONACA MONTRÉAL INC.**, (formerly known as Sonaca NMF Canada Inc.) a corporation duly constituted under the laws of Canada, having its head office at 13075 Brault Street, Mirabel, Québec, Canada, J&J 1P3 hereby acting and represented by Marc Malouin, its Chief Financial Officer, duly authorized as he so declares.

(“**Sonaca Montréal**”)

**AND:** **SONACA NORTH AMERICA INC.** a corporation duly constituted under the laws of Canada, having its head office at 13075 Brault Street, Mirabel, Québec, Canada, J&J 1P3 hereby acting and represented by Marc Malouin, its Chief Financial Officer, duly authorized as he so declares.

(“**Sonaca North America**”)

**AND:** **THE CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas, having a place of business at 455 North Main, Wichita, Kansas, U.S.A., 67202, hereby acting and represented by Carl Brewer, its Mayor, duly authorized as he so declares.

(the "City")

**AND:** **EXPORT DEVELOPMENT CANADA**, hereby acting and represented by Danielle Lévesque, its Underwriter, Contract Insurance and Bonding and by Yannik Gauthier, its Manager, Contract Insurance and Bonding, duly authorized as they so declare.

(**"EDC"**)

**WHEREAS** the Beneficiary is acting in its capacity as Trustee under the Trust Indenture dated as of August 1, 2000 (as amended from time to time, the **"Trust Indenture"**) entered into between The City, as Issuer, and Intrust Bank, N.A., as Trustee, and pertaining to the issuance by the City of US\$5,000,000 principal amount of *"City of Wichita, Kansas, Industrial Revenue Bonds, Series II, 2000 (NMF America, Inc.)"* (the **"Bonds"**);

**WHEREAS** the Bank issued on June 15, 2011, an Irrevocable Standby Letter of Credit No GTECMB100172 in the aggregate principal amount of **Two Million and One Hundred and Thirty-Five Thousand United States Dollars (US\$2,135,000.00)** plus interest in like currency on the declining balance thereof at the annual rates set forth in the said letter of credit attached herewith as **Schedule "A"** (the **"LOC"**);

**WHEREAS** the LOC provides that the Beneficiary shall be entitled to make a Payment Demand (as such term is defined in the LOC) in the event of early redemption of the Bonds the whole in conformity with the Sections 302(c), (d) or (e) of the Trust Indenture;

**WHEREAS** Sonaca Wichita, as Tenant (as such term is defined in the Trust Indenture), has exercised this day its right of *Optional Redemption* of the Bonds, the whole in conformity with Section 302(f) of the Trust Indenture;

**WHEREAS** the Bank, the Beneficiary and Intrust Bank, N.A. have requested that Sonaca Wichita, Sonaca Montreal, Sonaca North America, the City and EDC hereby consent to this Amendment and to the Beneficiary's draw on the LOC for the full amount thereof;

**WHEREAS** the Parties wish to amend the LOC in order to i) provide that the exercise of the *Optional Redemption* provided for in Section 302(f) of the Trust Indenture will constitute an event in Section 3 of the LOC under which the Beneficiary will be entitled to make a Payment Demand; and ii) acknowledge that the entire indebtedness and liability of the Bank under the LOC shall be satisfied by payment of an Outstanding Principal Sum of US\$ 1,755,000.00 together with interest in an amount of US\$ 42,695.25 as at May 31, 2012.

**NOW THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. Section 3 of the LOC is replaced by the following provision:

*In the event that the Bonds are called for early redemption, pursuant to paragraphs (c), (d), (e) or (f) of Section 302 of the Trust Indenture, the Beneficiary shall be entitled, on or before the date established by the Beneficiary for such redemption (the "Early Redemption Date") but prior to the Expiration Date, as hereinafter defined, to make a Payment Demand as provided in Section 4*

*of this Credit for an amount equal to the Outstanding Principal Sum on such Early Redemption Date, plus a further amount equal to interest on the Outstanding Principal Sum calculated at the then Applicable Rate, divided by 360 and multiplied by the number of days (not exceeding 180 days) between the immediately preceding Payment Date and (but excluding) such Early Redemption Date.*

2. All other provisions of the LOC remain unchanged and in full force and effect. In the event of a Payment Demand pursuant to an *Optional Redemption* of the Bonds in conformity with Section 302(f) of the Trust Indenture, the Parties acknowledge that all provisions of the LOC will find application, adapted as required.
3. The parties hereto irrevocably consent and authorize the Beneficiary to draw and the Bank to pay pursuant to the Payment Demand and Drawing Certificate attached hereto as **Schedule "B"** and acknowledge and confirm that the amounts set forth therein constitute full and final payment by the Bank of all indebtedness and liability to the Beneficiary under the LOC.
4. Sonaca Wichita, Sonaca Montreal, Sonaca North America and the City hereby intervene to the present Amendment and declare having taken cognizance and being satisfied of the terms and provisions contained herein.
5. EDC hereby intervenes herein to i) declare that it is satisfied with the terms and provisions contained herein; and ii) confirm its guarantee in favour of the Bank.

*[Remainder of the page left intentionally blank]*

**IN WITNESS THEREFORE**, the Parties have signed as follows:

**HSBC BANK CANADA**

per : \_\_\_\_\_  
Name: Gina Potvin  
Title : Senior Account Manager

per : \_\_\_\_\_  
Name: Sébastien Grenon  
Title : Assistant Vice-President and Head of  
Commercial Banking

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**

per : \_\_\_\_\_  
Name: Cheryl Rain  
Title : Vice-President

**INTERVENTIONS**

**SONACA NMF AMERICA, INC.**

per : \_\_\_\_\_  
Name: Marc Malouin  
Title : Chief Financial Officer

**SONACA MONTRÉAL INC.**

per : \_\_\_\_\_

Name: Marc Malouin

Title : Chief Financial Officer

**SONACA NORTH AMERICA INC.**

per : \_\_\_\_\_

Name: Marc Malouin

Title : Chief Financial Officer

**THE CITY OF WICHITA, KANSAS**

per : \_\_\_\_\_

Name: Carl Brewer

Title : Mayor

ATTEST:

per : \_\_\_\_\_

Karren Sublett, City Clerk

APPROVED AS TO FORM:

per : \_\_\_\_\_

Gary E. Rebenstorf, City Attorney



**EXPORT DEVELOPMENT CANADA**

per : \_\_\_\_\_

Name: Danielle Lévesque

Title : Underwriter, Contract Insurance and  
Bonding

per : \_\_\_\_\_

Name: Yannik Gauthier,

Title : Manager, Contract Insurance and  
Bonding.

Schedule "A"

**Photocopy of STANDBY LETTER OF CREDIT EXTENSION NO. GTECMB100172**

Schedule "B"

**Photocopy of Payment Demand and Drawing Certificate**

**[See next pages]**

To: HSBC Bank Canada

Re: Irrevocable Standby Letter of Credit No. **GTECMB100172**

**FORM OF PAYMENT DEMAND**

Date: May 31, 2012

TO: HSBC Bank Canada  
2001 McGill College Avenue  
Suite 300  
Montreal, Quebec  
Canada H3A 1G1

We hereby request that you pay to the order of The Bank of New York Mellon Trust Company, N.A. at HSBC Bank Canada, 2001 McGill College Avenue, Suite 300, Montreal, Quebec, Canada H3A 1G1, [●enter account number and all other payment instructions] the sum of ONE MILLION SEVEN HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED AND NINETY-FIVE DOLLARS AND TWENTY FIVE CENTS in United States currency (US\$1,797,695.25) for value on May 31, 2012 and charge to the account of Sonaca NMF America, Inc./Sonaca NMF Canada Inc., irrevocable Standby Letter of Credit No **GTECMB100172** dated June 15, 2011.

For Value Received.

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**

by: \_\_\_\_\_  
Name: Cheryl Rain  
Title: Vice-President

To: HSBC Bank Canada  
Re: Irrevocable Standby Letter of Credit No. **GTECMB100172**

### DRAWING CERTIFICATE

Date: May 31, 2012

HSBC Bank Canada  
2001 McGill College Avenue  
Suite 300  
Montreal, Quebec  
Canada H3A 1G1

Attn: Vice-President and Manager

The undersigned, Cheryl Rain, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Beneficiary"), hereby certifies and confirms to HSBC Bank Canada (the "Bank"), with reference to the irrevocable letter of credit No. **GTECMB100172** (the "Credit"), issued by the Bank to the Beneficiary, as follows:

1. The Beneficiary is presently the Trustee under the Trust Indenture for the holders of the Bonds;
2. Payment is requested by the Beneficiary for an amount of US\$1,797,695.25 **of which US\$1,755,000.00** relates to unpaid principal of the Bonds and US\$42,695.25 relates to accrued and unpaid interest on the Bonds;
3. The amount is being drawn as a result of the following event: Optional Redemption pursuant to Section 302(f) of the Trust Indenture;
4. The amount hereby demanded by the Beneficiary on account of principal of the Bonds does not exceed the Outstanding Principal Sum at this time;
5. The amount, if any, hereby demanded by the Beneficiary on account of interest of the Bonds does not exceed the aggregate amount of accrued and unpaid interest on the Bonds at this time;
6. The Credit has not expired or terminated as of the date that this Certificate is delivered to the Bank but shall expire upon payment of the amount claimed herein;
7. Payment of the amount requested in this Certificate should be made to the order of and at the address set forth in the Payment Demand to which this Certificate is attached; and
8. The full amount presently drawn under the Credit shall be used by the Beneficiary for the sole purpose of redeeming all of the Bonds presently outstanding, no portion of such amounts shall be applied by the Beneficiary for any other purpose, and no portion of such amounts shall be commingled, with any other funds held by the Beneficiary.

Terms used in this Certificate unless otherwise defined herein have the meaning ascribed to them in the Credit.

Given at St-Louis, Missouri on the date hereinabove first mentioned.

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**

by:

\_\_\_\_\_  
Name: Cheryl Rain  
Title: Vice-President

## **TERMINATION AND RELEASE OF LEASE**

THIS TERMINATION AND RELEASE OF LEASE dated as of the \_\_\_\_\_ day of May, 2012, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), Sonaca NMF America, Inc, a Delaware Corporation ("Sonaca NMF" or the "Tenant") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as successor Trustee to Intrust Bank, N.A, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the City of Kansas City, Kansas) (the "Trustee");

### **W I T N E S E T H:**

WHEREAS, the City heretofore leased to the Tenant certain real property and improvements pursuant to a Lease dated as of August 1, 2000 (the "Lease"), by and between the City and the Tenant (then known as NMF AMERICA, INC.), a Notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County on August 2, 2000 on Film 2076, Page 590, and an Assignment of Lease relating thereto being duly recorded with the Register of Deeds of Sedgwick County on August 2, 2000 on Film 2076, Page 659; and,

WHEREAS, said Lease was assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Lease consists of the following:

**THE LAND.** The following described real estate located in Sedgwick County, Kansas, to wit:

Parcel 1: Lot 3, except the east 50 feet thereof, all of Lots 4, 13 and 14, Block 1, Industrial Air Center, an Addition to Wichita, Sedgwick County, Kansas.

Parcel 2: A non-exclusive easement for the benefit of Lot 14, Block 1, Industrial Air Center Addition, an addition to Wichita, Sedgwick County, Kansas, as created by the Drainage Agreement dated April 15, 1987 and recorded May 19, 1987 on Film 890, Page 1153; for drainage of runoff water over the East 50 feet of Lot 3, Block 1, Industrial Air Center Addition, an Addition to Wichita, Sedgwick County, Kansas.

said real property described constituting the "Land" as referred to in said Lease; and

**THE IMPROVEMENTS:** all buildings and improvements now or hereafter constructed, located or installed upon the Land purchased in whole or in part from the proceeds of the Bonds (as hereinafter defined), constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

A pre-engineered steel frame manufacturing facility with metal roof and siding containing approximately 47,100 square feet of production area, approximately 7,600 square feet of related

office and production management space, and approximately 2,300 square feet of administrative/sales office space.

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series II, 2000 (NMF America, Inc.) in the original aggregate principal amount of \$5,000,000, dated August 1, 2000 (the "Bonds"; and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indenture dated as of August 1, 2000 (the "Indenture") by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease, and the above described Notice of Lease and Assignment of Lease are hereby terminated and released.

*[Remainder of this page left blank intentionally]*



IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF WICHITA, KANSAS

[Seal]

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF SEDGWICK         )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

Sonaca NMF America, Inc.

By: \_\_\_\_\_

Name: Marc Malouin

Title: Chief Financial Officer

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, a notary public in and for said County and State, came Marc Malouin, Chief Financial Officer of Sonaca NMF America, Inc, a Delaware Corporation, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.

By: \_\_\_\_\_  
Name:  
Title:

STATE OF KANSAS            )  
  )  
COUNTY OF SEDGWICK    )

Now on this \_\_\_\_ day of May, 2012, before me the undersigned, a Notary Public, in and for the country and province aforesaid, came \_\_\_\_\_, a \_\_\_\_\_ of The Bank of New York Mellon Trust Company, N.A., the same person who executed as such \_\_\_\_\_ the foregoing instrument in writing on behalf of the Trustee, and he/she duly acknowledged the execution of the same for himself/herself and for the Trustee for the uses and purposes therein set forth. In witness whereof I have set my hand and official seal on the day and year written above.

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Application for Water Service outside the City Limits of Wichita and Petition and Consent to Annexation

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the application for water service outside the corporate limits of the City of Wichita and related petition and consent to annexation.

**Background:** The owners of 2411 North 159<sup>th</sup> Street East live outside the corporate city limits of Wichita, and desire to connect to the City's existing water system at this location.

**Analysis:** City policy requires that an application be made by the owners, which not only requests City water service, but also petitions and consents to annexation of the land by the City of Wichita, at such time as the City determines it appropriate for annexation. The application will be recorded at Sedgwick County Register of Deeds once the City Council has approved the application.

**Financial Considerations:** This application requires no financial outlay other than the recording fees.

**Goal Impact:** This addresses the Ensure Efficient Infrastructure goal by providing reliable water service to the Public Works & Utilities customers.

**Legal Considerations:** The application has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the application and authorize the necessary signatures.

**Attachments:** Application for water service outside the corporate limits of the City of Wichita and related petition and consent to annexation.

Approved/Accepted by City Council this \_\_\_\_\_

**APPLICATION FOR WATER SERVICE  
OUTSIDE THE CORPORATE LIMITS OF  
THE CITY OF WICHITA  
AND RELATED PETITION AND CONSENT TO ANNEXATION  
AGREEMENT AND COVENANTS**

The Governing Body of the City of Wichita, Kansas, this 3/30/2012 approved and files the  
(Date)

application of Robert & Jessica Morris for water service to the following property:  
(Name of applicant)

2411 N 159<sup>TH</sup> ST E Wichita, KS 67228  
(Address and legal description of the property)

COMM NE COR SE 1/4 S 666 FT FOR POB TH S 330.65 FT W 932.77 FT N 331.13 FT E 342.43 FT N  
41 FT E 110 FT S 41 FT E 480 FT TO BEG EXC E 30 FT FOR RD SEC 1 -27-2E

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The applicant agrees to abide by the established rules and regulations of the Wichita Public Works & Utilities now in force, or which may hereafter be enacted or adopted by said Department of the city of Wichita, Kansas, and to pay for service at the established rate, all in accordance with Section 17 of the Code of the City of Wichita, or as amended. The applicant further agrees to acquire a plumbing permit

The owners of land covered hereunder do hereby consent to, petition and request the annexation of such lands by the City of Wichita at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. seq.) Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city of the land, or any part thereof. The foregoing consent to annexation and covenants are hereby made binding on all heirs, successors and assigns and are made a covenant to run with the land and shall not be withdrawn without the consent of the City of Wichita; and in the event such consent is given, said services above may be terminated at the option of the City of Wichita. The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the purchaser of the existence of this application, but failures of purchasers of above property or any portion thereof to have actual notice of this application shall not diminish or enlarge the rights or obligations imposed hereunder.

The undersigned agrees that upon failure to comply with the terms of this agreement and permit, the covered service may be denied to the property above described and said service may be terminated without notice, all in accordance with the ordinance and regulations of the City. This remedy is in addition to all other legal remedies available to the City to assure full compliance with this agreement and permit.

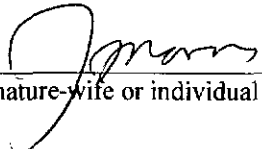
### **SIGNATURES-INDIVIDUAL**

#### **APPLICANT-INDIVIDUAL**

(fill in lines applicable)

  
Signature-husband or individual applicant-male

ROBERT J. MORRIS  
(Name-Typed or printed legibly)

  
Signature-wife or individual applicant-female

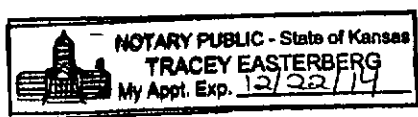
Jessica C. Morris  
(Name-Typed or printed legibly)

If married, both husband and wife must sign application.

**Notarization-Individual**

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this 29 day of MARCH, 2012, personally appeared  
before me, a Notary Public in and for the County and State aforesaid, ROBERT MORRIS  
\_\_\_\_\_, personally known to be the same person(s) who executed the foregoing  
instrument of writing and duly acknowledged the execution thereof.



*Tracey Easterberg*

Notary Public

My Appointment Expires: 12/22/14

**RESTRICTIVE COVENANT**

THIS DECLARATION made this 10 day of April, 2012, by Robert Morris  
, hereinafter called the Grantor. .

**WITNESSETH**

WHEREAS, Grantor is owner of: 2411 N. 15th St E., WICHITA KS 67228

and

WHEREAS, the undersigned wishes to obtain water service from the City of Wichita, and  
whereas it is recognized that at some time in the future there will be a need to replace individual sewerage  
treatment systems with adequate public sewerage treatment facilities.

NOW, THEREFORE, Grantor hereby declares and covenants to provide sewer service to land  
described above when and in the manner required by the Wichita-Sedgwick County Department of  
Community Health (or their successor in interest), when it is determined feasible, necessary or desirable,  
and is in accord with an adopted sewer plan for the area in which the above land is located.

EXECUTED the day and year first above written.

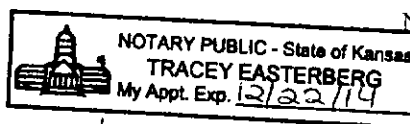


State of Kansas]  
Sedgwick County] ss

ROBERT MORRIS Personally appeared before me, a Notary Public in and for the County and State aforesaid  
to me personally known to be the same person\_ who executed the foregoing instrument of writing and said  
person\_ duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 10 of APRIL, 2012.

My Commission Expires:



Notary Public

Tracey Easterberg



**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED BY:**

\_\_\_\_\_  
Alan King, Director of  
Public Works & Utilities

\_\_\_\_\_  
John Schlegel, Director of  
Planning

\_\_\_\_\_  
Gary Janzen, Acting City Engineer

\_\_\_\_\_  
Carl Brewer, Mayor

**City of Wichita  
City Council Meeting  
May 22, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Design Budget and Amending Ordinance for East Kellogg, Cypress to 127<sup>th</sup> Street East (Project I) – Design (Districts II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve the budget and bonding ordinance.

**Background:** Parsons-Brinckerhoff (PB) has been engaged to provide design services for roadway projects on East Kellogg. Besides the original contract, the City Council has approved budget increases and bonding resolutions for additional work by PB and City staff as the project has progressed. A review of City Council actions and amending ordinances for the City’s issuance of general obligation bonds has identified a difference between the total design budget and the bonding ordinance.

**Analysis:** In all four previous City Council actions, the detailed amounts of each budget action were correct; however there was a discrepancy between the total design budget and bonding ordinance. A summary of the original contract and additional budget authorizations are summarized as follows:

<u>Purpose of Budget</u>	<u>City Council Approval Date</u>	<u>Amount</u>
Original Contract	December 4, 2007	\$ 6,975,602
Supplemental No.1	March 12, 2010	\$ 451,293
Direct Expenses No. 1	March 12, 2010	\$ 300,000
Supplemental No. 2	September 14, 2010	\$ 759,643
Supplemental No. 3	March 17, 2012	\$ 1,006,910
Direct Expenses No. 2	March 17, 2012	<u>\$ 230,000</u>
Total Budget =		\$ 9,723,448

**Financial Considerations:** The total design budget and bonding ordinance are \$9,723,448.

**Goal Impact:** This project addresses the Efficient Infrastructure and Quality of Life goals by improving east-west traffic flow and safety in an aesthetically pleasing manner.

**Legal Considerations:** The amending ordinance has been approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council, approve the budget, place the ordinance on first reading and authorize the necessary signatures.

**Attachments:** Amending ordinance.

Published in the Wichita Eagle on June 8, 2012

ORDINANCE NO. 49-275

AN ORDINANCE AMENDING ORDINANCE NO. **49-262** OF THE CITY OF WICHITA, KANSAS DECLARING **KELLOGG, BETWEEN CYPRESS AND 127TH STREET EAST (472-84615)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 1 of Ordinance No. **49-262** is hereby amended to read as follows :

“SECTION 1. SECTION 1 of Ordinance No. **48-835** is hereby amended to read as follows:

SECTION 1. SECTION 1 of Ordinance No. **48-634** is hereby amended to read as follows:

SECTION 1. SECTION 3 of Ordinance **47-706** is hereby amended to read as follows:

SECTION 3. The costs of the design of the above described improvements is estimated to be **Nine Million Seven Hundred Twenty Three Thousand Four Hundred Forty Eight Dollars (\$9,723,448)** exclusive of the cost of interest on borrowed money, with the total cost paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original of SECTION 1 of Ordinance No. **49-262** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 5th day of June, 2012

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Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

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Gary E. Rebenstorf  
Director of Law

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** Second Supplemental Agreement relating to Agreement to Transfer Partial Water Rights

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Consent

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**Recommendation:** Approve the Second Supplemental Agreement and authorize the Mayor to sign.

**Background:** By an agreement dated October 27, 2011, the City of Wichita transferred partial water rights to Fly High, Inc., for use on the Riverside Airport property at 29<sup>th</sup> Street North and Hoover Road. In exchange, Fly High committed to develop the land and to annex it to the City within five years, or make payment to the City of \$65,000. Development of the property included the excavation and sale of sand to create a water feature.

Since then, Fly High has had the opportunity to purchase the parcel of land directly south of the Riverside Airport property across 29<sup>th</sup> Street. It is requesting that Fly High's commitment under the October 27<sup>th</sup> agreement transferred from the Riverside Airport property to this new parcel. It does not need the partial water rights obtained under that agreement for the new parcel and would like to retain them for the Riverside Airport property. Due to the diminished demand for sand and slow real estate market at this time, it does not anticipate being able to develop and annex both properties within the five-year limit of the agreement. Since it would prefer to develop the new parcel first, it is asking that its obligations under the October 27<sup>th</sup> agreement be transferred to that property.

**Analysis:** Fly High's assessment of current market conditions seems reasonable. The City stands to gain an approximately an equivalent amount of development and assessed valuation from the new parcel as it would have gained from the Riverside Airport property. Fly High would retain water rights for the Riverside Airport property that will enable it to eventually develop that site, with annexation to the City being a reasonable presumption.

**Financial Considerations:** There is no direct cost to the City by this action. As development of the property occurs, the City will benefit from the increased tax base.

**Goal Impact:** This action will support the Economic Vitality and Quality of Life goals.

**Legal Considerations:** This agreement has been approved by the Law Department as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Second Supplemental Agreement and authorize the Mayor to sign.

**Attachments:** Letter of request from Les Eck, March 29, 2012  
Second Supplemental Agreement Relating to Agreement to Transfer Partial Water Rights

City Hall, 13<sup>th</sup> Floor  
C/O City Manager  
455 N Main  
Wichita, KS. 67202

March 29, 2012

Dear: Mr. Layton

I would kindly request that our agreement to Annex and Develop the Riverside Airport property be transferred to the carp property South across 29<sup>th</sup> street. With the current economic housing crisis they are not pumping but about 20% of the sand they use to. It could be 10 – 14 years before riverside would be ready to develop. I have purchased the "Carp" property which is across the street at 29<sup>th</sup> and Hoover. Lafarge had a contract to pump this and their time is running out. It will be pumped and ready for development in about 4 years depending on the economy. I could Annex and develop Carp with the same if not more houses because the lake is half the size as planned.

Therefore I ask that my commitment to annex and develop the Riverside Property be transferred to the Carp Property, (see exhibit at 29<sup>th</sup> and Hoover.) That Riverside be released from the agreement and Carp Property be the new agreement.

Regards,

A handwritten signature in dark ink, appearing to read "Les Eck", written in a cursive style.

Les Eck

**SECOND SUPPLEMENTAL AGREEMENT RELATING TO  
AGREEMENT TO TRANSFER PARTIAL WATER RIGHTS**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of May, 2012, by and between the CITY OF WICHITA, KANSAS (hereinafter the "City") and FLY HIGH INC., a Kansas corporation (hereinafter "Fly High");

WITNESSETH:

WHEREAS, the City and Fly High are parties to an original Agreement to Transfer Partial Water Rights, dated October 27, 2010, as previously supplemented by a certain Supplemental Agreement Relating to Agreement to transfer Partial Water Rights, executed by the parties in February of 2011; and

WHEREAS, in view of a probable delay in the progress of the development of the land originally identified in Paragraph 6 of the October 27, 2010 Agreement as land anticipated to be annexed into the City by voluntary petition for annexation (as an alternative to an elective payment of \$65,000 by Fly High), the parties now wish to substitute other land, by description, for that originally described in such paragraph.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. Paragraph 6 of the October 27, 2010 Agreement is hereby amended so that the description therein of land to be brought into the City by voluntary petition for annexation shall refer to land described as follows: Government Lots 3 and 4 located in the Northwest Quarter of Section 2, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, together with the south half of the Northwest Quarter of said Section 2, except existing road right-of-way and except commencing at the northwest corner of said Northwest Quarter; thence south along the west line of said Northwest Quarter, 1168 feet to the point of beginning; thence continuing south along the west line of said Northwest Quarter, 931.9 feet; thence east parallel with the north line of said Northwest Quarter, 245.7 feet; thence north parallel with the west line of said Northwest Quarter, 531.9 feet; thence east parallel with the north line of said Northwest Quarter, 384.3 feet; thence north parallel with the west line of said Northwest Quarter, 400 feet; thence west parallel with the north line of said Northwest Quarter, 630 feet to the point of beginning.

All other provisions of the original October 27, 2010 Agreement, as previously supplemented, shall continue in force and effect as they heretofore existed.

IN WITNESS WHEREOF, by the signatures affixed below, the parties have set their hands and seals the day and year first above written.

FLY HIGH, INC.

By \_\_\_\_\_  
Les Eck, President

## ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  )       ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me a Notary Public in and for said County and State, came Les Eck, President of Fly High, Inc., who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and said persons is duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My appointment expires:

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

## ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  )       ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me a Notary Public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and said persons duly acknowledged the execution of the same to be the act and deed of said City.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My appointment expires:

APPROVED BY:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**Second Reading Ordinances for May 22, 2012 (first read on May 15, 2012)**

**A. Public Hearing and tax Exemption Request, Chrome Plus International. (District IV)**

ORDINANCE NO. 49-272

An Ordinance exempting property from ad valorem taxation for Economic Development purposes pursuant to Article 11, Section 13, of the Kansas Constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of Chrome Plus International, Inc., so exempted.

**B. Proposed ordinance creating Chapter 9.35 and repealing Chapters 9.20 and 9.22 of the Code of the City of Wichita.**

ORDINANCE NO. 49-273

An ordinance creating Chapter 9.35 of the code of the city of Wichita, Kansas, pertaining to airports and repealing Chapters 9.20 and 9.22 of the code of the City of Wichita, Kansas.

**C. Amendments to chapter 3.84 of the Code of the City of Wichita pertaining to the Licensing of Taxicab Companies, Taxi Drivers and Inspection of Taxicab Vehicles.**

ORDINANCE NO. 49-278

An Ordinance amending Sections 3.84.010, 3.84.030, 3.84.040, 3.84.050, 3.84.060, 3.84.070, 3.84.080, 3.84.090, 3.84.100, 3.84.110, 3.84.130, 3.84.140, 3.84.150, 3.84.160, 3.84.170, 3.84.180, 3.84.190, 3.84.200, 3.84.210, 3.84.220, 3.84.240, 3.84.250, 3.84.300, 3.84.320, 3.84.330, 3.84.340, 3.84.360, 3.84.370, 3.84.390, 3.84.410, 3.84.420, 3.84.430, 3.84.440, 3.84.450, 3.84.480, 3.84.490, 3.84.500, 3.84.520, 3.84.530, 3.84.570, and 3.84.580 creating sections 3.84.025, 3.84.035, 3.84.105, 3.84.108, 3.84.155, 3.84.215 and 3.84.323, of the Code of the City of Wichita, Kansas, pertaining to taxicabs, and repealing the originals of Sections 3.84.010, 3.84.030, 3.84.040, 3.84.050, 3.84.060, 3.84.070, 3.84.080, 3.84.090, 3.84.100, 3.84.110, 3.84.130, 3.84.140, 3.84.150, 3.84.160, 3.84.170, 3.84.180, 3.84.190, 3.84.200, 3.84.210, 3.84.220, 3.84.240, 3.84.250, 3.84.280, 3.84.300, 3.84.310, 3.84.320, 3.84.325, 3.84.330, 3.84.340, 3.84.350, 3.84.360, 3.84.370, 3.84.390, 3.84.410, 3.84.420, 3.84.430, 3.84.440, 3.84.450, 3.84.480, 3.84.490, 3.84.500, 3.84.520, 3.84.530, 3.84.570 and 3.84.580 of the Code of the City of Wichita, Kansas.

**D. ZON2012-00009 – City zone change from NO Neighborhood Office with PO-170 to LC Limited Commercial (“LC”) and GO General Office (“GO”) with amendments to PO-170 for a bank with drive through and office development; generally located south of East 21st Street North and west of North Cranbrook. (District II)**

ORDINANCE NO. 49-279

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** VAC2012-00003 - Request to vacate a portion of a platted easement; generally located east of Maize Road, north of 21<sup>st</sup> Street North, south of Crestline Street and at the end of Crestline Court. (District V)

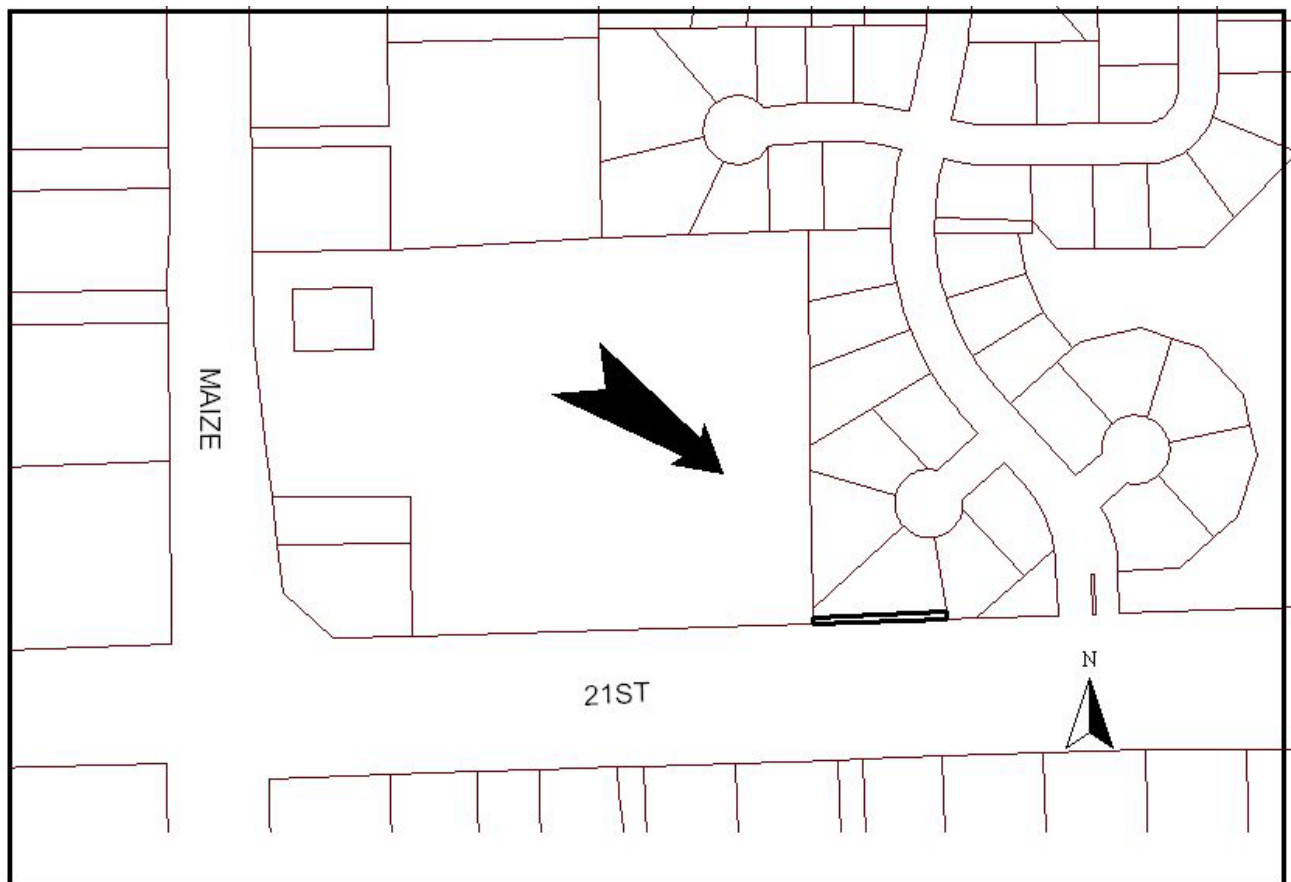
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



**Background:** The applicants propose to vacate the south 5 feet of the 20-foot wide, platted utility easement, located along and parallel to the south (rear) lot line of Lot 51, Block 4, Chadsworth 2nd Addition. The applicants want to build a wall along their south property line, to help buffer the site from the impact of vehicular traffic on the abutting 21st Street North. The plattor's text does not allow a wall to encroach into the platted easement. There are no manholes, sewer lines, or water lines located in the described platted utility easement. Prior to construction, City Stormwater requests that the applicants provide plans to Stormwater showing drainage holes in the proposed wall. Prior to construction, Westar requests that the applicants call their Construction Service Representative to confirm the location of the proposed wall in relation to their equipment located in the area. The Chadsworth 2nd Addition was recorded with the Register of Deeds February 6, 1992.

**Analysis:** The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Goal Impact:** The application supports the City's goal to ensure an Efficient Infrastructure.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order, the dedications by separate instruments of drainage and utility easement and a wall easement. A certified copy of the Vacation Order and the dedications by separate instruments of drainage and utility easement and a wall easement will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**City of Wichita**  
**City Council Meeting**  
May 22, 2012

**To:** Mayor and City Council

**Subject:** VAC2012-00009- Request to vacate a portion of a platted setback; generally located east of Ridge Road, west of Dugan Avenue on the south side of 35<sup>th</sup> Street South. (District IV)

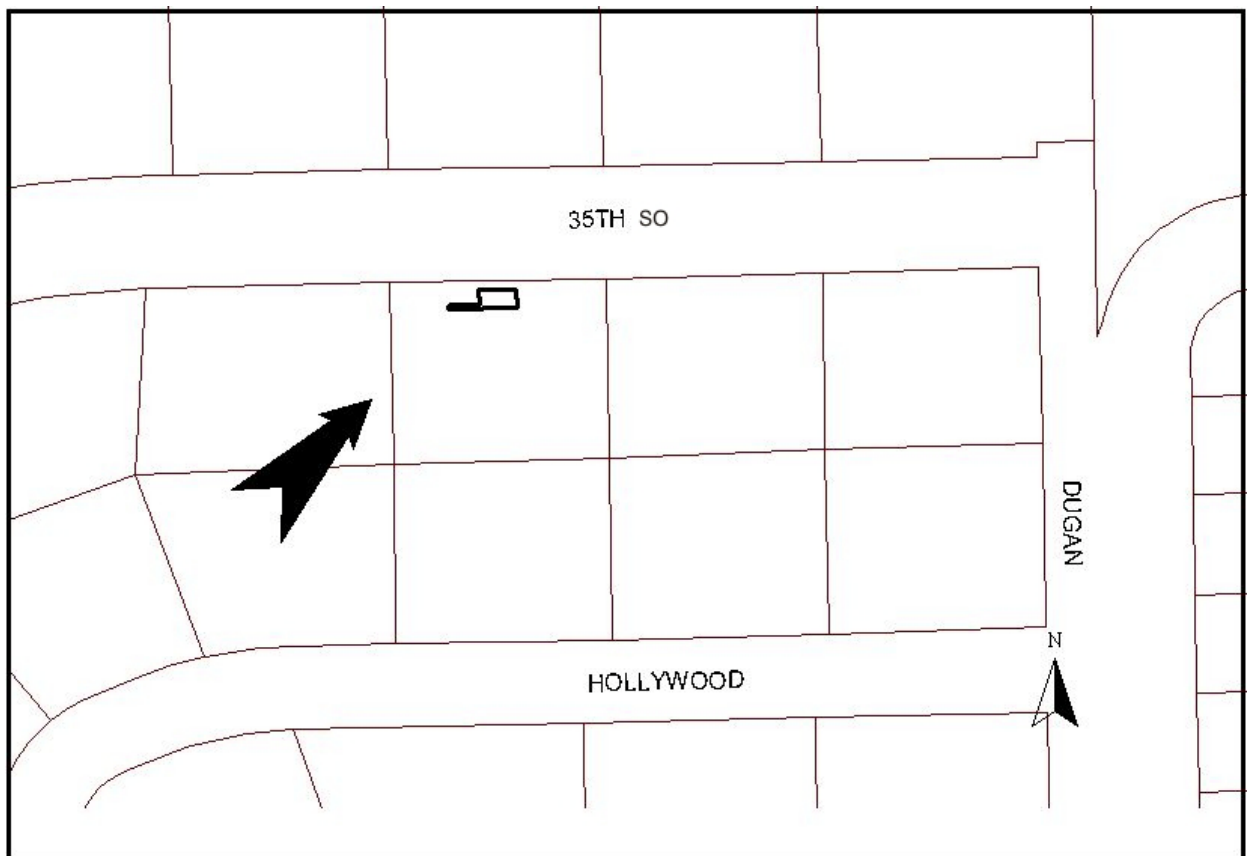
**Initiated By:** Metropolitan Area Planning Department

**Agenda:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



**Background:** The applicants propose to vacate the south 10 feet of the platted 30-foot front yard setback, located on the SF-5 zoned site; Lot 8, Block F, Prospect Park Addition. The Unified Zoning Code's (UZC's) minimum front yard setback for the SF-5 zoning district is 25 feet. The applicants are requesting a reduction of the front yard setback to 20 feet. If the setback was not platted the applicants could request an Administrative Adjustment that would reduce the SF-5 zoning district's minimum 25-foot front yard setback by 20%, resulting in a 20-foot front yard setback. Reduction beyond the 20-foot front yard setback would require a variance, which is a separate public hearing process. There are no platted easements within the platted setback. There are no utilities located within the described portion of the platted setback. There are two existing storage sheds encroaching into platted easements located along the site's east and west lot lines. The applicants have signed a Hold Harmless agreement with Public Works, removing all utilities from liability for damage done to the encroaching storage sheds if the utilities need to be repaired, replaced or removed. The Prospect Park Addition was recorded with the Register of Deeds October 18, 1955.

**Analysis:** The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Goal Impact:** The application supports the City's goal to ensure an Efficient Infrastructure.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

City of Wichita  
City Council Meeting  
May 22, 2012

**TO:** Mayor and City Council

**SUBJECT:** PUD2012-00001 – City Planned Unit Development request from SF-5 Single-family Residential (“SF-5”) zoning to create PUD #37, Nahola Planned Unit Development; generally located east of I-235, between Central and Murdock Avenues, and between Elder and Doris Streets. (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

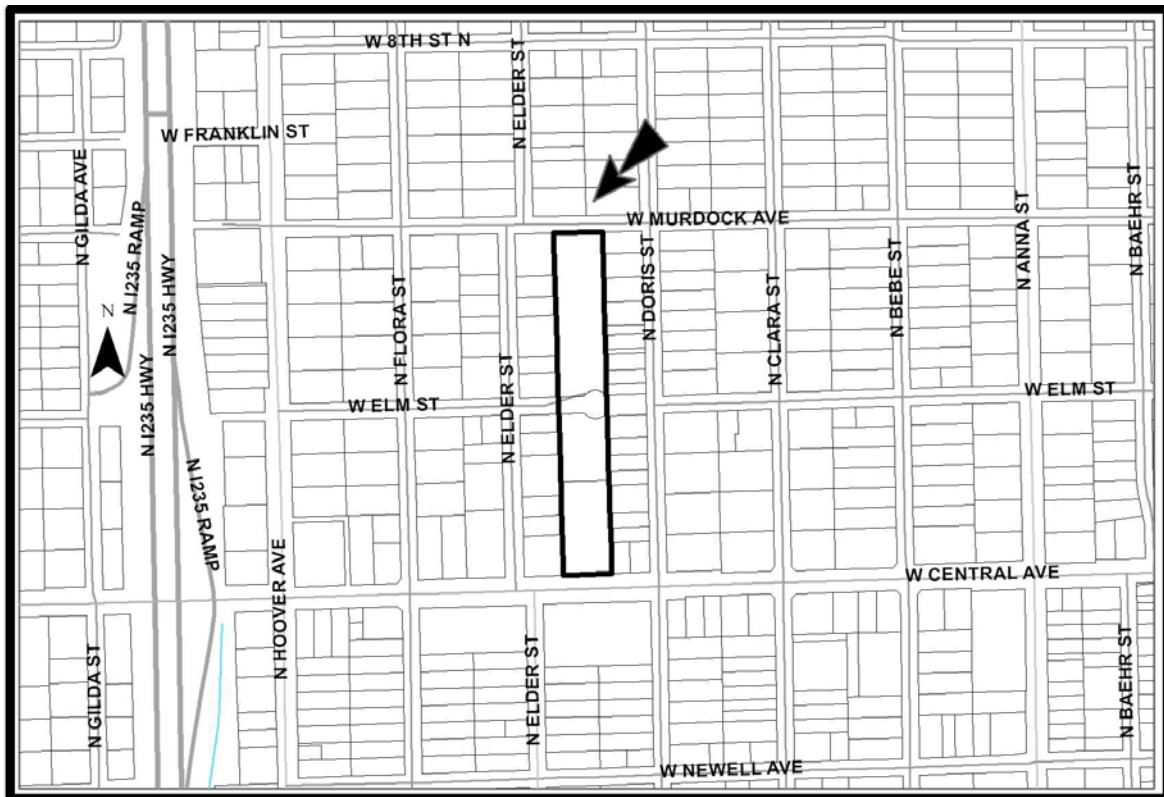
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** Approve, subject to a replat within one year and subject to the revised provisions of the PUD, as recommended by the DAB.

**MAPD Staff Recommendation:** Approve, subject to a replat within one year and subject to the provisions of the PUD.

**DAB Recommendation:** Approve (unanimously), subject to a replat within one year and subject to the revised provisions of the PUD.





**Background:** The applicants are proposing to replace the approximately 4.7-acre SF-5 Single-Family Residential (“SF-5”) zoned platted property, with the proposed Nahola Planned Unit Development (“PUD” #37). PUD #37 is proposed to be a mixed commercial and residential development. The subject property is located east of I-235, between Central and Murdock Avenues and between Elder and Doris Streets.

The applicants’ site is currently platted in a narrow and long configuration (170 feet {x} 1,209.9 feet) and is out of character with the neighborhood’s other lot sizes and configurations. The Mission Addition, recorded with the Register of Deeds January 9, 1957. The site’s configuration has added to the site’s poor access and poor visibility. The applicants’ feel a PUD and a replat can best address these considerations. The applicants’ proposed PUD shows the existing and proposed development, proposed development standards and uses.

A concrete block building is located along the site’s Central Avenue frontage. Behind it (north) are two metal buildings and a smaller building with lap siding. These buildings are located on the proposed Parcels 1 and 2, the south half of the applicants’ PUD drawing. The concrete block building and the abutting metal building are being used as a day care; Use Exception BZA 4-77. The smaller building with the lap siding is being used by the day care business and the owners. The other metal building appears to be vacant, but has heating and air conditioning units. The undeveloped Elm Street cul-de-sac separates the south and north (proposed Parcel 3) halves of the site. The north half of the site appears to be undeveloped since at least 1997 and possibly since the site was platted in 1957. Internal access from the undeveloped Elm Street cul-de-sac to through the property to Central Avenue is provided by a gravel drive, which turns into paved parking. Access from the undeveloped cul-de-sac to Central Avenue is not in a straight line, as the smaller lap siding building has to be driven around. The undeveloped north half (Parcel 3) of the site has direct access onto the sand and gravel Murdock Avenue, while both halves have access to the sand and gravel Elder Street from the undeveloped Elm Street cul-de-sac.

LC Limited Commercial (“LC”) zoning is the most common zoning for properties fronting this portion of Central Avenue, from I-235 to West Street. The LC zoned properties are mostly developed as some type small retail. There are also scattered SF-5, TF-3 Two-Family Residential (“TF-3”) and GO General Office (“GO”) zoned properties located along this portion of Central. There are some vacant commercial buildings along this portion of Central. The properties abutting the east side of the site include a LC zoned limited animal care clinic located along Central and SF-5 zoned single-family residences located behind (north) the clinic all the way to Murdock Street. All properties located north of the site, across Murdock, are zoned SF-5 and are developed as single-family residences. Properties abutting the west side of the site, from Central to Murdock, are zoned SF-5 zoned single-family residences. West of the abutting SF-5 zoned properties, across Elder Street, are LC zoned retail, office and vacant commercial buildings. There are scattered TF-3 zoned properties in the single-family neighborhood located north, east and west of the site. Properties located south of the site, across Central include a LC zoned furniture store, a motorcycle repair garage, the LC and TF-3 zoned City Police and Fire complex and a small GO zoned apartment.

**Analysis:** At the April 2, 2012, DAB VI meeting, the DAB unanimously (7-0) recommended approval with a replat within a year of approval by the governing body, a revised PUD drawing and the following changes to the provisions of the proposed PUD:

**General Notes**

- (a) Change #3 from “...contains 6 Parcels...” to 3 Parcels, which reflects the PUD’s “Parcel Descriptions”
- (b) Change #10 and #11 to meet the UZC’s screening standards as found in Sec.IV-B. This includes solid screening for Parcel’s 1 and 2, when multi-family or commercial development is present now or in the future on said Parcels.
- (c) Change #12 to no signage on Parcel 3 or Parcel 2. Signage for Parcels 2 and 3 will be located along Central Avenue, on Parcel 1.
- (d) Change # 19 to: the east and west side setbacks on Parcels 1 and 2 shall be 10 feet. The west and east setbacks along Parcel 3 shall be uniform with Parcel’s 1 and 2. The exception shall be

the existing building with the lap siding on Parcel 1. A survey shall confirm its location from the east property line of Parcel 1. If said building is located closer to the east property line than the uniform setbacks, that deviation will be allowed only where said building is located. If said building is damaged to more than 50% of its market value, it cannot be rebuilt. No enlargement of the current said building. If said building is removed the PUD's 10-foot setback along the site's east and west sides will be the standard.

(e) Change #20 to allow encroachments into setbacks as permitted in the UZC, Sec.III.- E.1.e (1).

(f) Parcel Descriptions

Parcel 1

Uses – Uses permitted: Single-Family Residential, Duplex, Multi-Family Residential, Assisted Living, Group Home, Church or Place of Worship, Limited and General Day Care, Government Service, Hospital, Library, Nursing facility, Limited Animal Care, Bank or Financial Institution, Event Center, Funeral Home, Medical Services, General Office, Personal Care Service, Personal Improvement Service, Restaurant, General Retail, Second Hand Store, and Vocational School.

Parcel 2

Uses – Uses permitted: Single-Family Residential, Duplex, Multi-Family Residential, Assisted Living, Group Home, Church or Place of Worship, Limited and General Day Care, Nursing Facility, General Office, Medical Services and an Event Center in the existing metal building on Parcel 2.

Maximum Building Height – 35 feet

Parcel 3

Uses – Uses permitted: All uses permitted by right in the TF-3 zoning district.

(g) No nonresidential traffic from Parcels 1 or 2 onto Elm Street. Provide a fence and a gate with a lock approved by Fire for emergency access onto Parcel 2 from Elm Street. All other provisions as shown on the PUD drawing and the text will remain, except as revised above.

There were several people at the DAB meeting who made comments on the proposed PUD. Those comments are included in the attached DAB VI memo.

At their April 5, 2012, meeting the MAPC voted (9-2) to approve the PUD as recommended by DAB VI. No one spoke in opposition to this request at the MAPC's advertised public hearing. No written protests have been filed.

**Financial Considerations:** All improvements will be to City standards and at the applicant's expense.

**Goal Impact:** The application supports the City's goal to promote Economic Vitality.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** Adopt the findings of the MAPC and approve PUD #37 subject to the recommended provisions of the PUD and subject to a replat within one year; instruct the Planning Department to forward the ordinance for first reading when the replat is forwarded to the City Council.

**Attachments:**

- Ordinance
- MAPC Minutes
- DAB VI memo

ORDINANCE NO. 49-276

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. PUD2012-00001**

Request for zone change from “SF-5” Single-family Residential to PUD #37, The Nahola Planned Unit Development, subject to subject to a replat within a year of approval by the governing body and the provisions of the PUD on property described as:

Lots 1, 2, 3 and 4, Block 1 and Lot 1, Block 2 except the South 330 feet thereof, Mission Addition & The South 330 feet of Lot 1, Block 2, Mission Addition, Wichita, Sedgwick County, Kansas, generally located east of I-235, on the north side of Central Avenue, south of Murdock Avenue, between Elder and Doris Streets.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE APRIL 19, 2012 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: PUD2012-01 (Deferred from 4-5-12)** – Nancy J. Loescher and Donaldson-Leoscher Living Trust (Applicants/Owners) and Poe & Assoc., c/o Tim Austin (Agent) City request to create a mixed use Planned Unit Development (#37) on property described as:

The South 330 feet of lot 1, Block 2, Mission Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicants are proposing to replace the currently SF-5 Single-Family Residential (“SF-5”) zoned platted property, with the proposed PUD #37, the Nahola Planned Unit Development (“PUD”); the applicant has provided a proposed site plan. A PUD is intended to:

- (1) Reduce or eliminate the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
- (2) Allow greater freedom in selecting the means to provide access, light, open space and design amenities;
- (3) Promote quality urban design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations and land uses; and
- (4) Allow deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this Code.

The applicants’ site was platted in a narrow and long configuration and out of character with the neighborhood’s other lot sizes and configurations. The site’s configuration has added to the site’s poor access and poor visibility. The applicants’ feel a PUD and a replat can best address these considerations. The applicants’ proposed PUD shows the existing and proposed development, proposed development standards and uses.

A concrete block building is located along the site’s Central Avenue frontage. Behind it (north) are two metal buildings and a building with lap siding. These buildings are located on Parcels 1 and 2, the south half of the applicants’ site plan. The concrete block building and the closest metal building are being used as a day care; BZA 4-77. The building with the lap siding is being used by the day care business and the owners. The other metal building appears to be vacant, but has heating and air conditioning units. The undeveloped Elm Street cul-de-sac separates the south and north (Parcel 3) halves of the site. The north half of the site appears to be undeveloped since at least 1997 and possibly since the site was platted in 1957. Internal access from the undeveloped Elm Street cul-de-sac to Central Avenue is provided by a gravel drive, which turns into paved parking and access. Access from the undeveloped cul-de-sac to Central Avenue is not in a straight line. The undeveloped north half (Parcel 3) of the site has direct access onto the sand and gravel Murdock Avenue, while both halves have access to the sand and gravel Elder Street from the undeveloped Elm cul-de-sac.

The applicants' propose that all uses by right in the LC Limited Commercial ("LC") zoning district be permitted with the following exceptions: limited group residence, broadcast and recording studios, convenience stores, night clubs, restaurants with drive through windows, taverns and drinking establishments, wireless communication facilities, and all industrial, manufacturing and extraction uses. The applicants also propose the LC zoning district's development standards for this parcel instead of the overruling compatibility standards. Compatibility standards apply to all uses in MF-18 Multi-Family Residential ("MF-18") and less restrictive base zoning when such uses are located on "Zoning Lots" within 500 feet of property zoned TF-3 Two-Family Residential ("TF-3") or more restrictive zoning. Parcel 1 has SF-5 zoning abutting all of its west side and most of its east side. The applicants' request for all uses permitted by right in the LC zoning district triggers the UZC's Compatibility standards. The site's existing buildings may prevent the applicants from meeting the minimum 15-foot Compatibility setback standard on its east and west interior sides. The proposed 5-foot setback (except when provided on the PUD and that the setbacks be uniform for the whole PUD) along the site's east and west sides is less than the SF-5 zoned site's current 6-foot interior setback. The request reflects the LC zoning districts zero or if provided 5-foot setback standard, which provides little buffer for the abutting single-family residences.

The applicants propose Parcel 1 have a maximum of 10 dwelling units per acre. The UZC defines a Dwelling Unit as "...a Building or portion of a Building that contains living facilities...that includes provisions for sleeping, cooking, eating and sanitation."; Sec.II-B.4.j. The applicants' proposal would permit 10 single-family residences on lots of 4,356-square feet and 5 duplexes (two principle dwelling units within the same building) on lots of 8,712-square feet. The site's current SF-5 zoning requires a minimum of 5,000-square feet for a single-family residence and does not permit duplexes. The applicants' proposed LC zoning standards requires 2,500-square feet for single-family and 4,000-square feet for a duplex. The applicants' proposal allows single-family at a slightly greater density (2 units) than the current SF-5 zoning, but at a much lower density than what LC zoning district permits. The applicant's proposal introduces duplexes (requires TF-3 zoning) and multi-family, but at a lower density than permitted in the TF-3 or LC zoning districts.

They also propose a maximum building height of 45 feet, as opposed to the LC zoning district's maximum of 80 feet. The site's current SF-5 zoning has a 35-foot maximum building height. The applicants' request the Compatibility standards for height be waived. The Compatibility standards for height would start at 35 feet. The applicants' propose signage as allowed in the LC zoning district. The applicants also prohibited pay day loans or similar businesses. The Unified Zoning Code (UZC) does not list 'pay day loans' as a use type, therefore it cannot be prohibited. City Law has ruled that pay day loans falls under the UZC's definition of General Retail.

The 0.91-acre Parcel 2 contains the vacant metal building and abuts the south side of the unimproved Elm Street cul-de-sac. Parcel 2's proposed uses are those permitted by right and Conditional Use in the GO General Office ("GO") zoning district and an Event Center. An Event Center is first permitted in the LC zoning district. Sec-B.4k. of the UZC defines an Event Center as "...premises that are frequently rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled." The applicants are targeting the vacant metal building as the Event Center.

The applicants also propose GO development standards for this parcel instead of the overruling compatibility standards; see previous comments on Parcel 1's setbacks.

The applicants propose a maximum of 10 dwelling units per acre, which allows single-family at a slightly greater density (2 units) than the current SF-5 zoning, but at a much lower density than what GO zoning district permits. The applicant's proposal introduces duplexes and multi-family, but at a lower density than permitted in the TF-3 or GO zoning districts.

The applicants also propose a maximum building height of 45 feet, which is less than GO zoning district's permitted 60 feet. However, the site's current SF-5 zoning has a 35-foot maximum building height. The applicants' request the Compatibility standards for height be waived. The Compatibility standards for height would start at 35 feet. The applicants' proposed signage as allowed in the LC zoning district, however Parcel 2 has no frontage on an arterial street.

The north most portion of the site is the undeveloped Parcel 3, which abuts the north side of the Elm Street cul-de-sac and has frontage on the sand and gravel Murdock Street. The applicants' PUD proposes all residential uses permitted by right in the TF-3 zoning district for Parcel 3. The applicants propose TF-3 development standards for this parcel. The applicants propose a maximum of 8 dwelling units per acre which allows single-family at the same density as the current SF-5 zoning, but at a much lower density than what the TF-3 zoning district permits. The applicant's proposal introduces duplexes and multi-family, but at a lower density than permitted by right in the TF-3's zoning districts.

The applicants also propose; a maximum building height of 35 feet, and; signage as allowed in the NR zoning district, however the site has no arterial frontage.

Other proposed standards for the PUD include; 1.25 parking spaces per dwelling unit, no offsite/billboard signs, no portable signs, no signs with rotating or flashing lights and ancillary architectural features to be allowed to encroach within the building setbacks but no closer than 3 feet from the front property line and no closer than 6 feet to the rear and side yard property lines.

The size, depth and narrow configuration of the platted site is out of character with the rest of the area's subdivisions' lot layouts, and this may have hindered the complete development of the site. Access off the site onto the undeveloped Elm cul-de-sac should not be permitted, until Elm is paved. The applicants have proposed vacating the cul-de-sac portion of Elm, leaving a 138-foot long dead end. For Elm to continue east and connect to the paved Doris Street, several SF-5 zoned single-family residences would have to become street right-of-way and there are no plans for such improvements.

LC zoning is the most common zoning for properties located along this portion of Central Avenue, from I-235 to West Street. The LC zoned development is mostly small retail. There are also scattered SF-5, TF-3 and GO zoned properties along this portion of Central. There are some vacant commercial buildings along this portion of Central. The properties abutting the east side of the site include a LC zoned limited animal care clinic located along Central and SF-5 zoned single-family residences located behind (north) the clinic all the way to Murdock Street. All properties located north of the site, across Murdock are zoned SF-5 and are developed as single-

family residences. Properties abutting the west side of the site, from Central to Murdock, are zoned SF-5 zoned single-family residences. West of the abutting SF-5 zoned properties, across Elder Street is LC zoned retail, office and vacant commercial buildings. There are scattered TF-3 zoned properties in the single-family neighborhood located north, east and west of the site. Properties located south of the site, across Central include a LC zoned furniture store, a motorcycle repair garage, the LC and TF-3 zoned City Police and Fire complex and a small GO zoned apartment.

**CASE HISTORY:** The Mission Addition was recorded with the Register of deeds January 9, 1957. Use Exception BZA4-77 allowed a day care on the south half (Lot 1, Block 2) of the site. At their June 17, 2010 meeting the MAPC voted 9-0 to deny a request for TF-3 zoning with a Conditional Use for multi-family density for the north half of the site (Lots 1, 2, 3 and 4, Block 1); ZON2010-00017 and CON2010-0002. DAB VI also voted to deny that request at their June 7, 2010 meeting.

**ADJACENT ZONING AND LAND USE:**

NORTH:	SF-5	Single-family residences
SOUTH:	LC, SF-5, GO, TF-3	Furniture sales, police and fire complex, motorcycle repair, apartment, single-family residences
EAST:	LC, SF-5, TF-3	Veterinary clinic, single-family residences
WEST:	SF-5, LC	Single-family residences, furniture sales, vacant commercial buildings

**PUBLIC SERVICES:** The north side of the site has frontage on Murdock Avenue, a sand and gravel, local residential street, with 60 feet of right-of-way. The middle of the site has frontage on Elm Street, an undeveloped public street at this location. Both Murdock and Elm intersect with Elder Street, a sand and gravel local residential street. The south side of the site has frontage on the four-lane arterial Central Avenue. There are no Capital Improvement Projects for road improvements in this area. Sewer is available to the entire site, but water will have to be extended to the north half of the site. The site is not in compliance with current standards regarding fire hydrants. All other utilities are available to the site; there is a utility/electric pole and underground utilities in undeveloped Elm Street.

**CONFORMANCE TO PLANS/POLICIES:** The “2030 Wichita Functional Land Use Guide” of the Wichita-Sedgwick County Comprehensive Plan identifies Parcels 2 and 3 as “Urban Residential.” The Urban Residential category reflects the full diversity of residential development densities found in a large urban municipality and residential-serving uses, such as schools and churches may be found in this category. Single-family residential, duplexes and multi-family residential are all compatible with the Urban Residential category. The applicants’ PUD would permit single-family residential at a slightly higher or equal density than the current SF-5 zoning. The PUD would allow duplexes and multi-family at a lower density than the proposed GO zoning districts’ development standards and lower than required by the TF-3 zoning district. There are uses permitted in the GO zoning district (as proposed on Parcel 2) that are not compatible with the Urban Residential category.

The Locational Guidelines for multi-family residential requires direct access onto an arterial. This may not be possible on Parcel 2, with the current development on it and Parcel 1.

This request partially conforms to the goals and objectives of the residential land use category of the Wichita-Sedgwick County Comprehensive Plan, which encourages residential redevelopment, infill and higher density residential development that maximizes the public investment in existing and planned facilities and services.

The 2030 Wichita Functional Land Use Guide identifies Parcel 1 as appropriate for “Local Commercial” development. The Local Commercial category includes commercial, office and personal service uses that do not have a regional draw. The Commercial Locational Guideline recommends that commercial traffic not access residential streets; Parcel 1 has direct access to the arterial Central Avenue. The Commercial Locational Guidelines of the Comprehensive Plan also recommends that commercial sites should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The applicant’s PUD proposes no compatibility setback or height standards, instead offering a minimum 5 foot setbacks and a maximum height of 45 feet. The applicant also proposes ancillary architectural features to be allowed to encroach within the building setbacks but no closer than 3 feet from the front property line and no closer than 6 feet to the rear and side yard property lines. Abutting single-family residential development is offered less buffer from proposed commercial uses and development, while the applicants’ proposed PUD tires to encourage development on this deep and narrow site.

**RECOMMENDATION:** Based on the background report and the findings, plus the information available prior to the public hearing, staff recommends the request be **APPROVED** subject to replatting within a year and the following revisions to the General Notes and Parcel Descriptions of the PUD:

General Notes

- (a) Change #3 from “...contains 6 Parcels...” to 3 Parcels, which reflects the PUD’s “Parcel Descriptions”
- (b) Change #10 and #11 to meet the UZC’s screening standards as found in Sec.IV-B. This includes solid screening for Parcel’s 1 and 2, when multi-family or commercial development is present now or in the future on said Parcels.
- (c) Change #12 to no signage on Parcel 3 or Parcel 2. Signage for Parcels 2 and 3 will be located along Central Avenue, on Parcel 1.
- (d) Change # 19 to: the west side setbacks on Parcels 1 and 2 shall be established along the west edge of the current buildings, as verified by a survey and will be uniform or at 15 feet whichever is greater. Setbacks along the east sides of Parcels 1 and 2 shall match the west side setback. The west and east setbacks along Parcel 3 shall be uniform with Parcel’s 1 and 2. The exception shall be the existing building with the lap siding on Parcel 1. A survey shall confirm its location from the east property line of Parcel 1. If said building is located closer to the east property line than the uniform setbacks, that deviation will be allowed only where said building is located. If said building is damaged to more than 50% of its market value, it cannot be rebuilt. No enlargement of the current said building.



- (e) Change #20 to allow encroachments into setbacks as permitted in the UZC, Sec.III.- E.1.e (1).

Parcel Descriptions

Parcel 1

Uses – Uses permitted: Single-Family Residential, Duplex, Multi-Family Residential, Assisted Living, Group Home, Church or Place of Worship, Limited and General Day Care, Government Service, Hospital, Library, Nursing facility, Limited Animal Care, Bank or Financial Institution, Event Center, Funeral Home, Medical Services, General Office, Personal Care Service, Personal Improvement Service, Restaurant, General Retail, Second Hand Store, and Vocational School.

Parcel 2

Uses – Uses permitted: Single-Family Residential, Duplex, Multi-Family Residential, Assisted Living, Group Home, Church or Place of Worship, Limited and General Day Care, Nursing Facility and General Office.

Maximum Building Height – 35 feet

This recommendation is based on the following findings:

- (1) The zoning, uses and character of the neighborhood: LC zoning is the most common zoning for properties located along this portion of Central Avenue, from I-235 to West Street. The LC zoned development is mostly small retail. There are also scattered SF-5, TF-3 and GO zoned properties along this portion of Central. There are some vacant commercial buildings along this portion of Central. The properties abutting the east side of the site include a LC zoned limited animal care clinic along Central and SF-5 zoned single-family residences located behind (north) the clinic all the way to Murdock Street. All properties located north of the site, across Murdock are zoned SF-5 and are developed as single-family residences. Properties abutting the west side of the site, from Central to Murdock, are zoned SF-5 zoned single-family residences. West of the abutting SF-5 zoned properties, across Elder Street is LC zoned retail, office and vacant commercial buildings. There are scattered TF-3 zoned properties in the single-family neighborhood located north, east and west of the site. Properties located south of the site, across Central include a LC zoned furniture store, a motorcycle repair garage, the LC and TF-3 zoned City Police and Fire complex and a small GO zoned apartment.
- (2) The suitability of the subject property for the uses to which it has been restricted: Parcels 1 and 2 of the SF-5 zoned site have non residential development, General Day Care that was permitted by a Use Exception (BZA 4-77). Parcel's 1 and 2 could continue to be used as they are today. Parcel 3 appears to have never been developed. Parcel 3 could be developed as single-family residential. The site was platted as a long and narrow subdivision (170' x 1209') and its subsequent poor access and visibility appears to be a restriction on development.
- (3) Extent to which removal of the restrictions will detrimentally affect nearby property: Introduction of non residential uses, non residential development standards and no compatibility standards deep into a single-family residential neighborhood is out of character with the area. The revised PUD attempts to lessen the negative impact on the

single-family residential neighborhood, while recognizing the current development on the site and acknowledging the negative impact on the neighborhood of the site's 2.5-acres that appears to have never developed.

- (4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: “The “2030 Wichita Functional Land Use Guide” of the Wichita-Sedgwick County Comprehensive Plan identifies Parcels 2 and 3 as “Urban Residential.” The Urban Residential category reflects the full diversity of residential development densities found in a large urban municipality and residential-serving uses, such as schools and churches may be found in this category. Single-family residential, duplexes and multi-family residential are all compatible with the Urban Residential category. The applicants’ PUD would permit single-family residential at a slightly higher or equal density than the current SF-5 zoning. The PUD would allow duplexes and multi-family at a lower density than the proposed GO zoning districts’ development standards and lower than required by the TF-3 zoning district. There are uses permitted in the GO zoning district (as proposed on Parcel 2) that are not compatible with the Urban Residential category.

The Locational Guidelines for multi-family residential requires direct access onto an arterial. This may not be possible on Parcel 2, with the current development on it and Parcel 1.

This request partially conforms to the goals and objectives of the residential land use category of the Wichita-Sedgwick County Comprehensive Plan, which encourages residential redevelopment, infill and higher density residential development that maximizes the public investment in existing and planned facilities and services.

The 2030 Wichita Functional Land Use Guide identifies Parcel 1 as appropriate for “Local Commercial” development. The Local Commercial category includes commercial, office and personal service uses that do not have a regional draw. The Commercial Locational Guideline recommends that commercial traffic not access residential streets; Parcel 1 has direct access to the arterial Central Avenue. The Commercial Locational Guidelines of the Comprehensive Plan also recommends that commercial sites should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The applicant’s PUD proposes no compatibility setback or height standards, instead offering a minimum 5 foot setbacks and a maximum height of 45 feet. The applicant also proposes ancillary architectural features to be allowed to encroach within the building setbacks but no closer than 3 feet from the front property line and no closer than 6 feet to the rear and side yard property lines. Abutting single-family residential development is offered less buffer from proposed commercial uses and development, while the applicants’ proposed PUD tires to encourage development on this deep and narrow site.

- (5) Impact of the proposed development on community facilities: Any development on this site will bring more traffic onto the sand and gravel residential streets, Murdock and Elder. It will also bring traffic onto the unimproved Elm Street and the four lane arterial Central Avenue.

**BILL LONGNECKER**, Planning Staff presented the Staff Report. He reported that DAB VI approved the request by a vote of 7-0 per staff recommendations and added the following DAB changes: change setback requirement to 10 feet; change the Parcel 3 uses to include all Two-Family Residential (TF-3) zoning uses by right per the Unified Zoning Code; add event center and medical services to Parcel 2 as acceptable uses; and allow only residential gated access off of Elm Street with emergency access only for commercial uses located on the south portion of the proposed PUD..

**ALDRICH** asked if Elm Street will need to be vacated.

**LONGNECKER** stated that the platted cul-de-sac portion of it is proposed to be vacated by the required replat of the site.

**ALDRICH** asked about eliminating access onto Murdock which is a dirt road except for emergency personnel and the possibility of reducing the number of dwellings at the site. He also asked about paving Murdock.

**LONGNECKER** said the applicants' proposed PUD has lower density for duplexes than what is permitted by right in the TF-3 zoning district. He also said the proposed PUD has the same density for single-family residences as the site's current SF-5 zoning. He said paving would be resolved during the platting process with possibly a no protest petition. He added that there are no plans in the Capital Improvement Program to pave roads in the area. He said the applicants could also do lot splits and have the same traffic patterns going out to Murdock. He said staff hasn't entertained that possibility of eliminating access to Murdock, when the applicant was either reducing the housing density or maintaining what was permitted by right.

**ALDRICH** said he thinks it is a terrible idea to put additional traffic on dirt roads within the inner city. He said he would like to eliminate dirt roads in the City core. He suggested limiting access to and from Murdock except for emergency purposes only. He asked if entrance and exit off of Central would be sufficient.

**LONGNECKER** said staff was attempting to separate non-residential traffic from residential traffic. He said all non residential traffic would be eliminated from Elm, Murdock and Elder and come through Central. He said the applicants are proposing the removal of the lap siding building on the site, which would allow a straight line of access from Central to the commercial development on the site. He suggested that **COMMISSIONER ALDRICH** ask the applicant about eliminating access onto Murdock. He stated that right now the applicant can go ahead by right and do several lot splits on each parcel and build. He said he is not sure what leverage the City has to shut them off from the SF-5 zoning that is present.

**MITCHELL** asked if the applicant refuses an agreement on the 3 dirt streets that serve the area at the time of platting, what are the City's options.

**LONGNECKER** stated that the applicant has agreed to eliminate all non-residential traffic from Elm and allow only emergency access to parcels 2 and 1, which are primarily non-residential

uses. He said the applicant has also agreed to the DAB recommendations. He said the City does not have access control off of Murdock. He again suggested discussing the Murdock idea with the applicant.

**TIM AUSTIN, POE AND ASSOCIATES, AGENT FOR THE APPLICANT** commented that the DAB passed the request unanimously. He said they would not be receptive to complete access control onto Murdock. He said a couple of points to keep in mind is not only is the density being proposed for the duplexes less than what is allowed under TF-3 zoning, it is also less than what is allowed in the SF-5 zoning. He said what they are proposing is less than what is allowed by right in SF-5 zoning. He commented that the number of vehicle trips was approximately 130 per day, which is less than 3 trips an hour so they are not talking about a lot of traffic. He said they would agree to participate in any costs per State Statutes as far as their pro rata share; however, he said he felt that discussion would be better had at the platting stage.

**MITCHELL** asked if the applicant does lot splits, what access will be available to parcels that become additional lots that don't have access except to Murdock.

**AUSTIN** replied that access could be provided through private easement agreement. He said every square foot of the land will have access to public right of way if they develop the property that way.

**MITCHELL** clarified that the applicant would not be required to do any street improvements in order to do lot splits.

**AUSTIN** stated that lots splits are an administrative process and added that a requirement could be added by Planning Staff, but that would be addressed at the time a lot split was filed. He said they have not had that discussion. He reiterated that they would be receptive to paying their pro rata share for any improvements.

**MITCHELL** asked if pro rata share meant a no protest petition.

**AUSTIN** said they would have to take a look at that.

**ALDRICH** mentioned that the maintenance of dirt roads is done very poorly. He said for what the City pays to have the road graded they could have paid for pavement over and over again. He said 130 vehicles is only going to add to the problems. He also confirmed that the applicants would be totally opposed to that access control along Murdock.

**AUSTIN** replied that is correct, they are against access control on Murdock. He said **COMMISSION ALDRICH** has a valid point about unpaved streets within city limits; however, he added that when you talk about doing something good for the neighborhood there has to be a balance between the greater good of the overall plan. He said one of the neighbors said they are excited to see development and that they understand the extra traffic; however, they said right now the property is vacant, unsecured, is a dumping ground for trash, has rodents, dust, is unmowed, and other activities. He cautioned about getting hung up on the unpaved streets and missing the bigger policy issue of how having the lot developed benefits the neighborhood.

**MOTION:** To approve subject to staff recommendation.

**MCKAY** move **WARREN**, seconded the motion, and it carried (9-2).  
**ALDRICH** and **MITCHELL** – No.



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## INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** Kelli Glassman, Neighborhood Assistant, District IV

**SUBJECT:** PUD2011-00001

**DATE:** April 19, 2012

On Wednesday, April 18, 2012, the *District Advisory Board (DAB) for Council District 6* considered this request to create a mixed use Planned Unit Development (#37) for property located northwest of the intersection of Doris Street and Central Avenue (5226 W. Central Ave. and 5223 W. Elm St.)

The Board and citizens present expressed the following concerns with this request:

- Wanted clarification on when and what type of activities/services would take place at the event center on parcel 2 and the proper zoning needed to accomplish this
- Clarification on private vs. public access off of Elm, including if it will be paved
- Questions regarding what type of residential community will be on parcel 3

**DAB members voted 7-0 to recommend approval of the request per staff recommendation with the following changes:**

- **Change setback requirement to 10 feet**
- **Change the Parcel 3 uses to include all TF-3 zoning uses by right per code**
- **Add event center and medical services to Parcel 2 acceptable uses**
- **Allow only residential gated access off of Elm Street with access to emergency personnel**

Please review this information when this request is considered.

City of Wichita  
City Council Meeting  
May 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** A12-04 – Annexation of street right-of-way segments abutting the City limits (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Recommendation:** Approve the annexation.

**Background:** Public Works and Utilities staff met with staff from Sedgwick County Public Works to discuss which street right-of-way segments on the periphery of the City limits should be annexed in order to provide more efficient infrastructure services to the public. By assuming maintenance responsibility, the City can improve the overall efficiency of infrastructure services to the public because City maintenance crews are already providing maintenance services for streets in the immediate vicinity of the street right-of-way segments recommended for annexation.

**Analysis:** City staff recommends annexation of two street right-of-way segments described below and illustrated on the attached map.

- (a) 21<sup>st</sup> Street North from Ridge Road to Lakeway Circle
- (b) 13<sup>th</sup> Street North from the current City limits east of Ridge Road to approximately Windmill Road (at the termination point of the interchange with I-235 that is to be constructed)

**Financial Considerations:** The street right-of-way segments recommended for annexation will be maintained using existing budgeted funds for street right-of-way maintenance.

**Goal Impact:** Approving the annexation request would impact Wichita's goal to ensure Efficient Infrastructure.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-519, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the annexation, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

**Attachments:** Map Sheet  
Ordinance

PUBLISHED IN THE WICHITA EAGLE ON JUNE 8, 2012

ORDINANCE NO. 49-277

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN  
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE  
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.  
(A12-04)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following right-of-way segments and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District V:

Segment 1

21<sup>st</sup> Street North, from the east right-of-way line of Ridge Road; thence east to a point 1213.53 east of the west line of the Southeast ¼ of Section 3, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas and of the west line of Northeast ¼ of Section 10, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas

Segment 2

13<sup>th</sup> Street North, from the east line of County Acres Fourth "B" Addition and said east line extended to the north right-of-way line of 13th Street North; thence east, to a point located 3000.15' east of the west line of the Northwest ¼ of Section 15, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas and of the Southwest ¼ of Section 10, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.



SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this June 5th, 2012.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to form:

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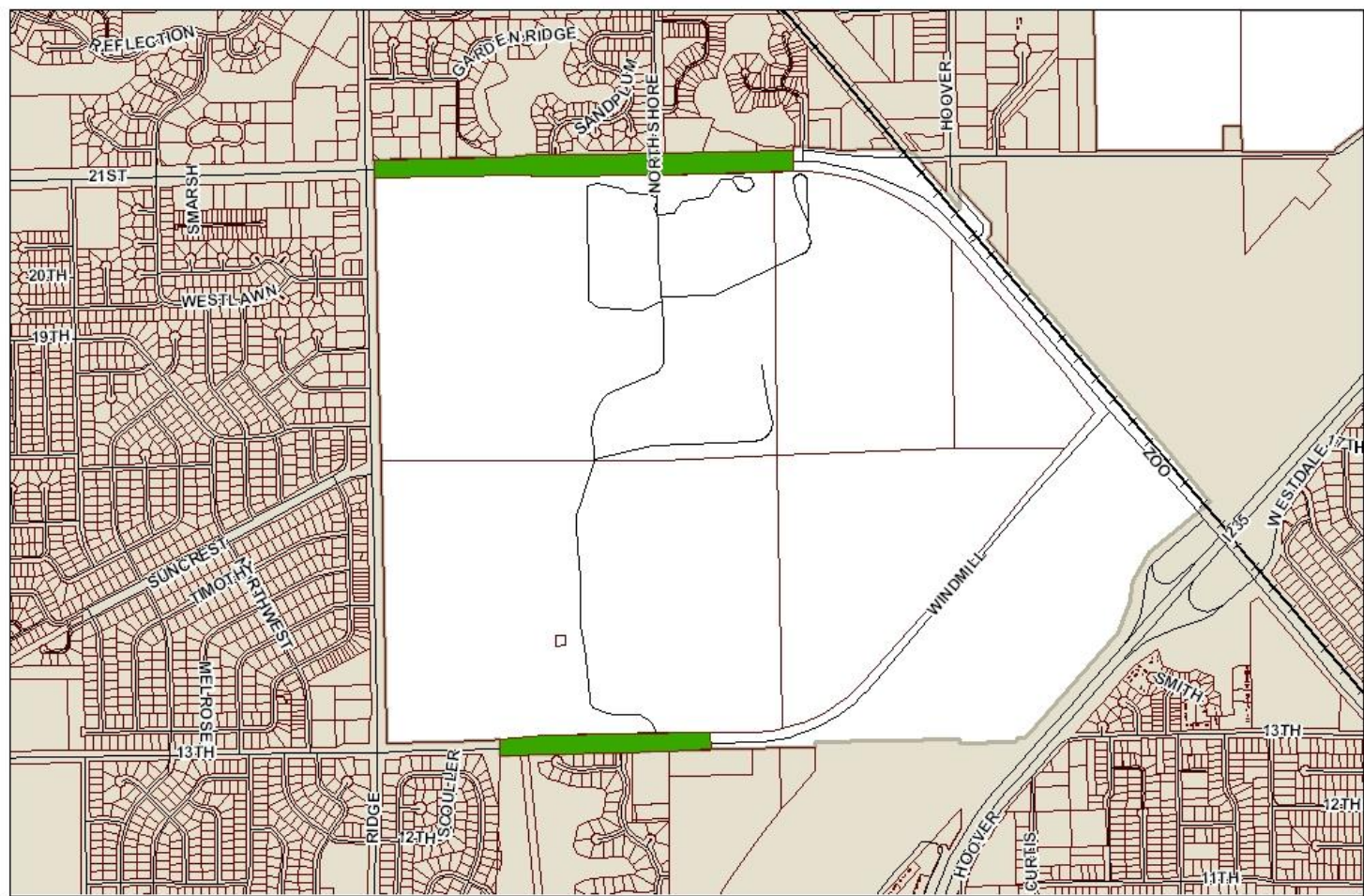
Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

**General Location:** The right-of-way for 21<sup>st</sup> Street North, from Ridge Road to Lakeway Circle, and 13<sup>th</sup> Street North, from the current City Limits east of Ridge to approximately Windmill Road

<b>Address:</b> N/A		<b>Reason(s) for Annexation:</b>	
22.51	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:

Existing zoning:	N/A
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- ANNEXATION
- WICHITA
- SEDGWICK COUNTY



Software: ArcGIS  
Map Data Sources: City of Wichita, Sedgwick County  
Prepared: 2/20/09  
It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no intention and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.  
Note: Public property represented on this map is not intended to be inclusive.